05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 1 of 109

FO122 : R10 (Official Form 10) (04/05)

United States Bankruptcy Court SOUTHERN	DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor	Case Number	
Delphi Automotive Systems, LLC	05-44640	
NOTE: This form should not be used to make a claim for an administrative of the case. A "request" for payment of an administrative expense may be		
Name of Creditor (The person or other entity to whom the debtor owes	Check box if you are aware that	
money or property): Grigoleit Company, The	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving	
Name and address where notices should be sent:	particulars. Check box if you have never	
The Grigoleit Company	received any notices from the	
2000 N. Woodford St. P. O. Box 831	bankruptcy court in this case. Check box if the address differs	
Decatur, IL 62525-0831 Telephone number: 217-429-5411	from the address on the envelope	
	sent to you by the court.	This Space is for Court Use Only
Account or other number by which creditor identifies debtor: DUNS No. 005199070	Check here replaces if this claim a previously	filed claim, dated:
Vendor Nos. 1007941 or 1007959 1. Basis for Claim	amends	
X Goods Sold / Services Performed	Retires hansfits as defined in 1111	S.C. 8.1114(a)
☐ Customer Claim	Retiree benefits as defined in 11 U. Wages, salaries, and compensation	
☐ Taxes ☐ Money Loaned	Last four digits of SS #:	nerformed
☐ Personal Injury		performed
Other	fromtoto	(date)
2. Date debt was incurred: Tooling Expediting Charge	3. If court judgment, date obtained:	
2/18/05; invoice dates 7/26/05 to 10/8/05	N/A	
4. Total Amount of Claim at Time Case Filed: \$ 259,605.47		259,605.47
(unsecured If all or part of your claim is secured or entitled to priority, also con Check this box if claim includes interest or other charges in addition interest or additional charges.	aplete Item 5 or 7 below.	(= ====)
5. Secured Claim.	7. Unsecured Priority Claim.	
☐ Check this box if your claim is secured by collateral (including a right of setoff).	Check this box if you have an unse	cured priority claim
Brief Description of Collateral:	Amount entitled to priority \$ Specify the priority of the claim:	_
☐ Real Estate ☐ Motor Vehicle	Wages, salaries, or commissions	s (up to \$10,000),* earned within 180
Other	days before filing of the bankru debtor's business, whichever is e	ptcy petition or cessation of the earlier - 11 U.S.C. § 507(a)(3).
Value of Collateral: \$	Contributions to an employee b	enefit plan - 11 U.S.C. § 507(a)(4).
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$	Up to \$2,225* of deposits towa property or services for persona § 507(a)(6).	rd purchase, lease, or rental of l, family, or household use - 11 U.S.C.
	Alimony, maintenance, or suppo or child - 11 U.S.C. § 507(a)(7)	ort owed to a spouse, former spouse,
6. Unsecured Nonpriority Claim \$ 259,605.47	[] Taxes or penalties owed to gove	ernmental units-11 U.S.C. § 507(a)(8).
Check this box if: a) there is no collateral or lien securing your		graph of 11 U.S.C. § 507(a)().
claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		fter the date of adjustment. \$10,000 and
	180-day limits apply to cases filed or	n or after 4/20/05. Pub. L. 109-8.
8. Credits: The amount of all payments on this claim has been credited	and deducted for the purpose of making	This Space is for Court Use Only
this proof of claim.		
 Supporting Documents: Attach copies of supporting documents, orders, invoices, itemized statements of running accounts, contracts, court 		
agreements, and evidence of perfection of lien. DO NOT SEND ORIGINA		
not available, explain. If the documents are voluminous, attach a summary		
10. Date-Stamped Copy: To receive an acknowledgment of the filing	of your claim, enclose a stamped, self-	
addressed envelope and copy of this proof of claim Date Sign and print the name and title, if any of the err	viitus as atha as a distribution of	
this claim (attach copy of power of attorney, if an	y): The Grigoleit Company	
7-19-BU BUT - 11 MA- 10	' '	

THE GRIGOLEIT COMPANY PROOF OF CLAIM SUMMARY FOR 10-08-05

INVOICE	INVOICE	P.O.	DELPHI	ASN NUMBER OR	\$
NUMBER	DATE	NUMBER	PART#	REFERENCE ID	AMOUNT
106112		0550061073	16135921	GA00007621	1142.00
105893	07/27/05	0550069088	28014594	GA00007182	13377.00
105905	07/29/05	0550069088	28014594	GA00007183	2058.00
105921	08/02/05	0550069088	28014594	GA00007184	13377.00
105945	08/09/05	0550069088	28014594	GA00007185	12348.00
105964		0550069088	28014594	GA00007386	3087.00
105962		0550069088	28014594	GA00007384	10290.00
105996		0550069088	28014594	GA00007394	10290.00
106032		0550069088	28014594	GA00007396	2058.00
106030		0550069088	28014594	GA00007465	2058.00
105892		0550070762	28008325	GA00007187	16731.00
105920		0550070762	28008325	GA00007188	13384.80
105920		0550070762	28008325	GA00007189	13384.80
105963		0550070762	28008325	GA00007782	2230.80
105969		0550070762	28008325	GA00007398	1115.40
105909		0550070762	28008325	GA00007399	1115.40
105975		0550070762	28008325	GA00007303	2788.50
105995		0550070762	28008325	GA00007400 GA00007401	1115.40
105999		0550070762	28008325	GA00007466	2788.50
106000		0550070762	28008325	GA00007471	2788.50
106007		0550070762	28008325	GA00007471	2788.50
106022		0550070762	28008325	GA00007472	2788.50
106024		0550070762	28008325	GA00007505	2230.80
106029		0550070762	28008325	GA00007506	2230.80
106031		0550070762	28008325	GA00007507	2230.80
106033		0550070762	28008325	GA00007508	2788.50
106038		0550070762	28008325	GA00007509	2230.80
106046		0550070762	28008325	GA00007510	2788.50
106057	09/13/05	0550070762	28008325	GA00007553	8923.20
106082	09/19/05	0550070762	28008325	GA00007554	2788.50
106083	09/19/05	0550070762	28008325	GA00007555	2788.50
106084		0550070762	28008325	GA00007556	2788.50
106089	09/21/05	0550070762	28008325	GA00007557	2788.50
106092	09/22/05	0550070762	28008325	GA00007558	2788.50
106098	09/23/05	0550070762	28008325	GA00007559	2788.50
106101	09/26/05	0550070762	28008325	GA00007560	2788.50
106111	09/27/05	0550070762	28008325	GA00007561	3346.20
106115	09/29/05	0550070762	28008325	GA00007562	2788.50
106047		0550077235	28014594	GA00007531	1029.00
106048		0550077235	28014594	GA00007532	2058.00
106058	09/13/05	0550077235	28014594		8232.00
106085		0550077235		GA00007534	14406.00
106113	09/27/05	0550077235	28014594	GA00007622	8232.00
			GA SUBTO	TAL	216139.70
OTHER C	HARGES A	AND SERVICE	s		
- 901067	09/24/02	(NET BALAN	ICE DUF)	PRICE CHANGE	-2847.92
105925		,	,	TOOLING	18500.00
- 967463	09/02/05	i		UNAUTHORIZED DED	1.12
- 930931		i		UNAUTHORIZED DED	3.75
- 945390	10/04/05			UNAUTHORIZED DED	6.60
			OTHER CH	ARGES SUBTOTAL	15663.55

05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 3 of 109

THE GRIGOLEIT COMPANY PROOF OF CLAIM SUMMARY FOR 10-08-05

INVOICE	INVOICE	P.O.	DELPHI	ASN NUMBER OR	\$
NUMBER	DATE	NUMBER	PART#	REFERENCE ID	AMOUNT
863463	09/02/05	0550045162	9379391	MA00007496	144.00
863473	09/09/05	0550045162	9379391	MA00007514	144.00
863464	09/02/05	0550045671	9367050	MA00007497	1615.50
863465	09/02/05	0550072638	28004207	MA00007498	1862.78
863474	09/09/05	0550072638	28004207	MA00007515	1966.27
863490	09/16/05	0550072638	28004207	MA00007564	1345.34
863506	09/23/05	0550072638	28004207	MA00007593	2897.66
863521	09/30/05	0550072638	28004207	MA00007625	1138.37
863466	09/02/05	0550072638	28004208	MA00007499	853.25
863475	09/09/05	0550072638	28004208	MA00007516	853.25
863491	09/16/05	0550072638	28004208	MA00007565	639.94
863507	09/23/05	0550072638	28004208	MA00007594	959.90
863522	09/30/05	0550072638	28004208	MA00007626	853.25
863519	09/30/05	0550077391	16233376	MA00007623	594.13
863505	09/23/05	0550077391	9379391	MA00007592	144.00
863520	09/30/05	0550077391	9379391	MA00007624	1296.00
863489	09/16/05	0550077391	9379392	MA00007563	756.00
			144 0000000	T. 1	40000 01
			MA SUBTO	LAI	18063.64

ADJUSTMENTS

(SUMMARY FOR RETURN MATERIAL ATTACHED)

RETURNED MATERIAL AUTHORIZATION #		LAST LOT GRIG RECD DATE IF MULTIPLE DATES	\$ AMOUNT
CR607A (GRIGOLEIT RESPONSIE CR609A (GRIGOLEIT RESPONSIE CR610A (GRIGOLEIT RESPONSIE CR612A (GRIGOLEIT RESPONSIE CR618A (GRIGOLEIT RESPONSIE CR619A (GRIGOLEIT RESPONSIE CR620A (GRIGOLEIT RESPONSIE CR621A (GRIGOLEIT RESPONSIE CR622A (GRIGOLEIT RESPONSIE CR624A (GRIGOLEIT RESPONSIE CR627A (GRIGOLEIT RESPONSIE	BLE) BLE) BLE) BLE) BLE) BLE) BLE) BLE)	08/25/05 08/17/05 08/09/05 08/30/05 10/06/05 09/19/05 09/19/05 09/26/05 10/05/05 10/10/05	-2058.65 -471.90 -78.65 -4137.65 -1747.97 -0.55 -566.50 -2.20 -387.20 -377.85 -432.30
	ADJUSTME	NT SUBTOTAL	-10261.42
TOOLING EXPEDITING CHARGE (SEE ATTACHED SUMMARY SHE	CLAIM DATE ET)		
TOOL PROJ C4716B	11/10/04		20000.00
	TOTAL CLA	IM	259605.47

THE GRIGOLEIT COMPANY
PROOF OF CLAIM SUMMARY FOR
10-08-05 OF PRE-PETITION
RETURN MATERIAL

	OATE AUTHORIZED	DATE RETURNED	QUANTITY RETURNED	GRIGOLEIT RESPONSIBLE	POTENTIAL CREDIT AUTHORIZED
CR607A	08/02/05	08/23/05	12327	3743	2058.65
CR609A	08/08/05	08/17/05	858	858	471.90
CR610A	08/02/05	08/09/05	143	143	78.65
CR612A	08/11/05	08/29/05	25428	7523	4137.65
CR618A	09/07/05	10/06/05	4869	4869	1747.97
CR619A	09/09/05	09/19/05	1	1	0.55
CR620A	09/09/05	09/19/05	1765	1030	566.50
CR621A	09/16/05	09/26/05	4	4	2.20
CR622A	09/16/05	09/26/05	856	704	387.20
CR623A	09/27/05	10/04/05	858	0	0.00
CR624A	09/27/05	10/05/05	837	687	377.85
CR627A	10/04/05	10/10/05	861	786	432.30
			TOTAL		10261.42

SUMMARY REGARDING THE GRIGOLEIT COMPANY TOOLING EXPEDITING CHARGE INCLUDED IN PROOF OF CLAIM

TOOL PROJECT C4716B

Included in the Proof of Claim of The Grigoleit Company is a tooling expediting charge of \$20,000.00 based upon an oral agreement between Joel A. Winick, Sales Manager of The Grigoleit Company, and various Delphi personnel, as reflected in the attached e-mail exchanges between Joel A. Winick and various Delphi personnel. The Grigoleit Company expedited tooling completion to meet advanced production timing of an HVAC knob from 3/7/05 "first shot tooling available" quote to 2/18/05 "PPAP knob tooling available." The Grigoleit Company was orally assured, as confirmed in writing, in the attached e-mail exchanges that the \$20,000.00 tooling expediting charge would be paid and proceeded to expedite the timing of tooling completion in reliance upon such assurances. The tooling expediting charge was incurred by 2/18/05 and due to be invoiced following receipt of purchase order. As of 10/08/05, the Petition date, The Grigoleit Company had not invoiced the \$20,000.00 charge because a purchase order had not yet been received from Delphi; however, as of June 29, 2005 and July 18, 2005, as per the attached email messages, Wayne Romano, Senior Buyer, Decorative Plastics, was attempting to obtain purchase requisitions to complete obligations to The Grigoleit Company. On 9/28/05, Todd Hawkins of Delphi, advised Joel A. Winick of The Grigoleit Company, in a telephone conference, that he would write the purchase requisition and get it taken care of. (see attached contemporaneous telephone log record of Joel A. Winick)

05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pa 6 of 109

Meeting minutes from 11/4/04 Epsilon 380-381 Aluminum ring meeting Subi:

Date: 11/4/2004 1:22:30 PM Central Standard Time

From: larry.w.shelton@delphi.com

To: grigressls@aol.com, rene.martinez@delphi.com, Alfredo.Marroguin@delphi.com,

ronald.j.goubeaux@delphi.com, Andrew.D.McClure@delphiauto.com, miguel.blancas@delphi.com,

john.lusk@delphi.com, adija.3.rauls@gm.com, gerald.e.mader@delphi.com,

Todd.A.Hawkins@delphi.com, Darl.Dufendach@delphi.com, larry.w.shelton@delphi.com

CC: walt.fellows@delphi.com

Folks.

Meeting attendees: All listed above in "To"

Following are my notes from our noon EST meeting on 11/4/04 relative to "Chrome" rings on 380 381 HVAC and Radio knobs:

The following dates were provided at our 10/28/04 meeting

Critical dates that were discussed:

4/4/05: 2006 381 SORP at Orion (GM) 3/30/05: 2006 381 SSF at Orion (GM) 3/24/05: 2006 381 SSF at Delphi Cockpit

3/14/05: Cockpit PTR's new 2006 HVAC & Radio's (with new knobs) to GM

New 381 "chrome" HVAC knobs required at SPAN (outside Detroit) for rebuilding of 381 HVAC 3/9/05:

controls into 2006 "chrome" units. (105 pieces + safety stock

required)

3/16/05: Production quant of knobs req'd at SPAN to maintain re-builds until pipeline from Korea gets filled & 381 controls begin arriving with new knobs

2/16/05: Need first samples of HVAC knobs for validation to meet above timing (Concurrent w/ valid is all color

& texture approvals, AAR's etc)

3/7/05: Current quote for first sample HVAC knobs

New timing information provided by Joel Winick:

2/18/05: PPAP quality & quantity 381 HVAC knobs available

3/04/05: PPAP quality & quantity 381 radio knobs available (common knob with 380 radio)

First shot parts of each type knob will be available approximately 1 week prior to PPAP quality knobs

Timing for the 380 introduction will follow the 381, but will be introduced in 2005.5 since the 2006 380 SORP timing is 6/6/05. Delaying the bright rings on the 380 program until 2006 SORP would cause serious problems at the knob source as the new HVAC knob tooling partially incorporates some portions of the old tooling.

A meeting to discuss specific radio knob concerns with GM is scheduled for Monday, 11/8/04. If any concerns arise relative to the above timing, a follow-up to this (11/4) meeting will be scheduled.

Larry W. Shelton

Delphi-Delco Resident Engineer **HVAC** Engineering 586-492-8068

Page: 810-812-0854 Fax: 586-492-8271 M/C: 480-210-705

CAMB9 R

05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 7 of 109

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05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A

Subj:

Re: Meeting minutes from 11/4/04 Epsilon 380-381 Aluminum ring meeting

Date:

11/4/2004 3:29:41 PM Central Standard Time

From:

GRIGRESSLS

To:

larry.w.shelton@delphi.com

Hi Larry,

Just wanted to confirm that as I noted in the call, a significant amount of overtime will be involved in meeting these expedited dates. Charges for overtime could be approximately up to \$20,000. We plan to tally it up at the end and present to Delphi.

Thanks for your help in coordinating efforts on this program. Please give me a call if you have any questions about this.

Best regards, Joel A. Winick Sales Manager The Grigoleit Company Phone: 217-429-5411

Fax: 217-429-8441

email: grigressls@aol.com



05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A

Subj: RE: Meeting minutes from 11/4/04 Epsil 81938 of 31/19 Aluminum ring meeting

Date: 11/5/2004 9:10:58 AM Eastern Standard Time From: "larry w.shelton" < larry w.shelton@delphi.com>

To: "Shelton, Larry W" < larry.w.shelton@delphi.com>, "Joel Winick \((E-mail\))" < grigressls@aol.com>,

"Martinez, Rene " <rene.martinez@delphi.com>, "Marroquin, Alfredo"

, "Goubeaux, Ronald J" < ronald.j.goubeaux@delphi.com, "Andy McClure \(E-mailtarrow \)" < Andrew. D. McClure@delphiauto.com, "Blancas, Miguel"

<miguel.blancas@delphi.com>, "Lusk, John " <john.lusk@delphi.com>, "Adija Rauls \(E-mail\)"
<adija.3.rauls@gm.com>, "Mader, Gerald E" <gerald.e.mader@delphi.com>, "Hawkins, Todd A"

<Todd.A.Hawkins@delphi.com>, "Dufendach, Darl" <Darl.Dufendach@delphi.com>

Cc: "Fellows, Walt " <walt.fellows@delphi.com>, "Heidkamp, Philip C"

<philip.c.heidkamp@delphi.com>, "Hurnevich, Brian " <bri>brian.hurnevich@delphi.com>

Sent from the Internet (<u>Details</u>)

Folks,

I neglected to include the following information relative to pulling the knob timing back to GM timing requirements for the $2006\ 381$ builds.

Moving the production HVAC knob from the 3/7/05 "first shot tooling available" quote to 2/18/05 "PPAP knob tooling available" will require the addition of overtime premium at Grigoleit. They estimate this could be as much as \$20,000, but a firm quote will not be available until the work is complete.

Larry

----Original Message-----From: Shelton, Larry W

Sent: Thursday, November 04, 2004 2:22 PM

To: Joel Winick (E-mail); Martinez, Rene; Marroquin, Alfredo; Goubeaux, Ronald J; Andy McClure (E-mail); Blancas, Miguel; Lusk, John; Adija Rauls (E-mail); Mader, Gerald E;

Hawkins, Todd A; Dufendach, Darl; Shelton, Larry W

Cc: Fellows, Walt

Subject: Meeting minutes from 11/4/04 Epsilon 380-381 Aluminum ring meeting

Folks,

Meeting attendees: All listed above in "To"

Following are my notes from our noon EST meeting on 11/4/04 relative to "Chrome" rings on 380 - 381 HVAC and Radio knobs:

The following dates were provided at our 10/28/04 meeting

Critical dates that were discussed:

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3/14/05: Cockpit PTR's new 2006 HVAC & Radio's (with new knobs) to GM

3/9/05: New 381 "chrome" HVAC knobs required at SPAN (outside Detroit) for rebuilding of 381

HVAC controls into 2006 "chrome" units. (105 pieces + safety stock required)

http://webmail.aol.com/fmsgview.adp?folder=SU5CT1g=&uid=10067232

C4709A

3/105-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A gets filled & 381 controls begin arriving with new knobs

2/16/05: Need first samples of HVAC knobs for validation to meet above timing (Concurrent w/ valid is all color & texture approvals. AAR's etc)

3/7/05: Current quote for first sample HVAC knobs

New timing information provided by Joel Winick:

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Larry W. Shelton

Delphi-Delco Resident Engineer HVAC Engineering 586-492-8068 Page: 810-812-0854

Fax: 586-492-8271 M/C: 480-210-705

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05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 11 of 109

Subi:

GMX380/380 KNOB OVERTIME TO PULL UP TIMING

Date:

11/6/2004 11:53:20 AM Central Standard Time

From:

GRIGRESSLS

To:

Todd.A.Hawkins@delphi.com, rene.martinez@delphi.com

CC:

wayne.romano@delphi.com, GRIGRESSLS

Todd and Rene:

On Friday, November 5, I reviewed with Wayne Romano the pull-up timing for the GMX380/381 radio and HVAC MicroBrite knobs and Grigoleit's estimate that overtime charges for same would not exceed approximately \$20,000 (see Larry Shelton's Nov 4. meeting minutes and amendment below). Wayne advised me to confirm our estimate to you so that you can make provisions now for paying the overtime charges.

Grigoleit is continuing to proceed based on the understanding that Delphi is committed to paying us for the overtime commitment we have made to expedite this program. If you have any questions about or objections to this, please let me know immediately.

Thank you. Joel A. Winick Sales Manager

The Grigoleit Company Phone: 217-429-5411 Fax: 217-429-8441

email: grigressls@aol.com

Key in DELDROAIIOS A WRK
File hard copy

(C)

Key to here

Forwarded Message:

Subi:

RE: Meeting minutes from 11/4/04 Epsilon 380-381 Aluminum ring meeting

Date:

11/5/2004 8:11:39 AM Central Standard Time

From:

larry.w.shelton@delphi.com

To:

larry.w.shelton@delphi.com, grigressls@aol.com, rene.martinez@delphi.com,

Alfredo.Marroquin@delphi.com, ronald.j.goubeaux@delphi.com,

Andrew D.McClure@delphiauto.com, miguel.blancas@delphi.com, john.lusk@delphi.com. adija.3.rauls@gm.com, gerald.e.mader@delphi.com, Todd.A.Hawkins@delphi.com,

Darl.Dufendach@delphi.com

CC:

walt.fellows@delphi.com, philip.c.heidkamp@delphi.com, brian.hurnevich@delphi.com

Sent from the Internet (Details)

Folks.

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Larry

----Original Message-----From: Shelton, Larry W

Sent: Thursday, November 04, 2004 2:22 PM

To: Joel Winick (E-mail); Martinez, Rene; Marroquin, Alfredo; Goubeaux, Ronald J; Andy McClure (E-mail); Blancas, Miguel; Lusk, John; Adija Rauls (E-mail); Mader,

Gerald E; Hawkins, Todd A; Dufendach, Darl; Shelton, Larry W

Cc: Fellows, Walt

Subject: Meeting minutes from 11/4/04 Epsilon 380-381 Aluminum ring meeting

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Critical dates that were discussed:

4/4/05: 2006 381 SORP at Orion (GM)

3/30/05: 2006 381 SSF at Orion (GM)

3/24/05: 2006 381 SSF at Delphi Cockpit

3/14/05: Cockpit PTR's new 2006 HVAC & Radio's (with new knobs) to GM

3/9/05: New 381 "chrome" HVAC knobs required at SPAN (outside Detroit) for

rebuilding of 381 HVAC controls into 2006 "chrome" units. (105 pieces + safety stock required)

3/16/05: Production quant of knobs req'd at SPAN to maintain re-builds until pipeline from Korea gets filled & 381 controls begin arriving with new knobs

2/16/05: Need first samples of HVAC knobs for validation to meet above timing

(Concurrent w/ valid is all color & texture approvals, AAR's etc)

3/7/05: Current quote for first sample HVAC knobs

New timing information provided by Joel Winick:

2/18/05: PPAP quality & quantity 381 HVAC knobs available

3/04/05: PPAP quality & quantity 381 radio knobs available (common knob with 380 radio)

First shot parts of each type knob will be available approximately 1 week prior to PPAP quality knobs

Timing for the 380 introduction will follow the 381, but will be introduced in 2005.5 since the 2006 380 SORP timing is 6/6/05. Delaying the bright rings on the 380 program until 2006 SORP would cause serious problems at the knob source as the new HVAC knob tooling partially incorporates some portions of the old tooling.

A meeting to discuss specific radio knob concerns with GM is scheduled for Monday, 11/8/04. If any concerns arise relative to the above timing, a follow-up to this (11/4)

meeting will be scheduled.

Larry W. Shelton

Delphi-Delco Resident Engineer HVAC Engineering 586-492-8068

Page: 810-812-0854 Fax: 586-492-8271 M/C: 480-210-705

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05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 14 of 109

Subi: Re

Re: Tooling Schedule of task

Date:

1/20/2005 5:09:41 PM Central Standard Time

From:

GRIGRESSLS

To:

derald.e.mader@delphi.com

CC:

Todd.A.Hawkins@delphi.com, wayne.rcmano@delphi.com

January 20, 2005

DELDROSO119A - Key in wext of

Jerry,

I talked to Todd on the phone today about the following and am confirming per his instructions.

Delphi authorized Grigoleit to proceed with the radio knob tooling on 10/25/04. Based on our quoted lead time of 22 weeks to complete tooling, this start date would have led to a tool completion date of 03/29/05.

In a conference call with Delphi on 11/04/04, Grigoleit was asked to expedite timing. We agreed to work toward having first samples of the radio knob available for Delphi on 03/04/05. Since we need a few days to mold, stamp, MicroBrite and assemble, tooling needs to be completed approximately a week before the sample date, which represents a pull up of more than 4 weeks for the tooling. We also advised Delphi that working toward this expedited first sample date would require approximately \$20,000 in charges for overtime, etc. As of this date we have not received any Delphi confirmation that the \$20,000 will be paid, but we have been working overtime toward the expedited dates. Todd assured me he will take care of authorizing payment of the \$20,000 already quoted for overtime.

Once the tooling is completed, the following tasks must be completed before PPAP approved knobs will be available:

- 1. Refine tooling and process as needed based on first samples.
- 2. Run at rate to produce samples for PPAP and initial Delphi requirements.
 - o Mold knob ring
 - o Stamp aluminum trim ring
 - MicroBrite aluminum trim ring
 - Assemble MicroBrite trim ring to molded knob ring
- 3. Measure and test parts to specified requirements.
 - o Dimensional layout
 - o Environmental testing
 - Appearance approval
- 4. Prepare PPAP documentation
- 5. Submit PPAP documentation and samples.
- 6. Delphi approve PPAP submission.

As shown in the project timing chart that I provided to you previously, our portion of the above activity is scheduled to take 4 weeks. We will provide samples to Delphi for TALC as soon as they are available and we will work with Delphi in any manner practicable to expedite approvals, but at this time we cannot commit to pulling dates forward any further.

Please let me know if you or Todd have any questions.

Best regards.



Joel A. Winick

Sales Manager
The Grigoleit Company
Phone: 217-429-5411

Fax: 217-429-8441

email: grigressls@aol.com

05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 16 of 109

Subj:

FW: follow up on requisitions needed GMX380/381 Knobs

Date: From: 6/29/2005 8:00:50 AM Central Daylight Time

To:

wayne.romano@delphi.com grigressls@aol.com

fyi

Wayne J. Romano
Senior Buyer, Decorative Plastics
Delphi Electronics & Safety
Global Supply Management
One Corporate Center
M/S # CTCLLME
P.O. Box 9005
P.O.U. # CTCLLE-B16-01
Kokomo, Indiana 46904-9005

JUN 2 9 2005
THE GRIGOLEIT CO.

765-451-0106 765-451-0265 fax

- > "All Delphi Documents are Delphi proprietary and as such consider this document and those attached as Delphi Confidential"
- > ----Original Message----
- > From: Romano, Wayne

> Sent: Wednesday, June 29, 2005 7:59 AM

> To: Martinez, Rene; Hawkins, Todd A> Cc: Hayes, Robert L; Roberts, Carmen

> Subject: follow up on requisitions needed GMX380/381 Knobs

> Importance: High

> Sensitivity: Confidential

>

> Gentlemen,

>

- > I need to get my hands on the following to complete our obligations to Grigoleit. Please advise when I will receive the requisition, thanks Wayne >
- > Rene 12200626 \$18,500
- > Todd 28008325 \$20,000

>

- > Wayne J. Romano
- > Senior Buyer, Decorative Plastics
- > Delphi Electronics & Safety
- > Global Supply Management
- > One Corporate Center
- > M/S # CTCLLME
- > P.O. Box 9005
- > P.O.U. # CTCLLE-B16-01
- > Kokomo, Indiana 46904-9005
- >
- > 765-451-0106
- > 765-451-0265 fax

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05-44481-rdd Doc 8291/1/ File 0.06/18/07 Entered 06/18/07 16:32:53 Exhibit A

Subj:

FW: FW: follow up on requisitions needed GMX380/381 Knobs

Date:

7/18/2005 2:50:46 PM Central Daylight Time

From:

wayne.romano@delphi.com

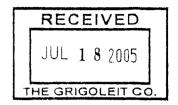
To:

Todd.A.Hawkins@delphi.com, rene.martinez@delphi.com

CC:

grigressIs@aol.com

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Wayne J. Romano

Senior Buyer, Decorative Plastics Delphi Electronics & Safety Global Supply Management One Corporate Center M/S # CTCLLME P.O. Box 9005 P.O.U. # CTCLLE-B16-01 Kokomo, Indiana 46904-9005

765-451-0106 765-451-0265 fax

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----Original Message----

From: GRIGRESSLS@aol.com [mailto:GRIGRESSLS@aol.com]

Sent: Monday, July 11, 2005 3:51 PM

To: Romano, Wayne

Subject: Re: FW: follow up on requisitions needed GMX380/381 Knobs

Hi Wayne,

What have you heard back from Todd Hawkins and Rene Martinez about the PR's for these?

GMX380/381 knob tooling overtime - \$20,000. GMX380 premium to get p/n 12200626 - \$18,500.

Best regards.

Joel A. Winick

Sales Manager

The Grigoleit Company Phone: 217-429-5411

Fax: 217-429-8441

email: grigressls@aol.com

Note: The information contained in this message may be privileged and confidential and thus

Monday, July 18, 2005 America Online: GRIGRESSLS

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05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 20 of 109

Subj:

Need PR for \$20,000 Tool Expediting - GMX380/381 Radio Knob

Date:

9/13/2005 10:39:27 A.M. Central Daylight Time

From:

GRIGRESSLS

To: CC: Todd.A.Hawkins@delphi.com mark.a.shively@delphi.com

Todd,

On September 7, you reconfirmed to me that Delphi will pay the \$20,000 charge that Delphi agreed to pay for expediting tool completion for the GMX380/381 knobs.

Grigoleit completed the tool work for these knobs 6 months ago and we met the expedited dates as we agreed to do in order to support Delphi's production requirements. It was our expectation that we would receive payment from Delphi in a timely manner; however we have not yet received a Purchase Order so that we can invoice this charge.

In consideration of all of the circumstances, we believe that Grigoleit has provided Delphi more than a fair amount of time in this matter, and we respectfully request that you immediately provide proper authorization so that Delphi can pay this charge.

Please feel free to contact me if you have any questions.

Best regards,

Joel A. Winick

Sales Manager

The Grigoleit Company Phone: 217-429-5411

Fax: 217-429-8441

email: grigressls@aol.com



O9/28/05 SLS/JAW PER PHONE WITH TODD HAWKINS, TODD ADVISED THAT THERE IS STILL NO PROBLEM GETTING THE \$20,000 TOOLING OVERTIME PAID TO GRIGOLEIT. TODD SAID HE HAS SOME NEW RESPONSIBILITIES AND HAD JUST FORGOTTEN TO GET A PR WRITTEN SINCE I TALKED TO HIM ON 09/07/05. TODD SAID THE LOOMING POTENTIAL DELPHI BANKRUPTCY WOULD NOT KEEP DELPHI FROM PAYING THIS, AND THAT HE WOULD, "JUST WRITE THE PR," NOW TO GET IT TAKEN CARE OF.

09/07/05 SLS/JAW PER MEETING WITH TODD HAWKINS AT KOKOMO, DELPHI WILL PAY THIS CHARGE. HE NEEDS TO "FIND THE MONEY" SO HE CAN SEND A PR TO PURCHASING AND THEY CAN SEND US A PURCHASE ORDER TO INVOICE IT AGAINST.

07/12/05 SLS/JAW/MDT C4716B

DELPHI AUTHORIZED \$20,000 FOR OVERTIME ON TOOLING. STILL WAITING ON FO TO INVOICE, WHICH TODD HAWKINS AGREED TO PAY % WAYNE ROMANO IS FOLLOWING TO GET A PR# TO ISSUE A PO SO WE CAN INVOICE.

O2/02/05 SLS/JAW PER MEETING WITH TODD HAWKINS, WHERE JAW SHOWED PRELIMINARY KNOB SAMPLES, HAWKINS SAID THAT HE WOULD "TAKE CARE OF" GETTING GRIGOLEIT PAID FOR THE TOOLING OVERTIME. HAWKINS PRESSED FOR EVEN EARLIER SAMPLES AND PRODUCTION AVAILABILITY THAN WE COMMITTED TO AND JAW TOLD HIM WE WOULD TRY.

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P.O. Box 831 — Decatur, Illinois 62525

217/429-5411

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P.O. BOX 9005 KOKOMO IN 46904-9005

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7/26/05

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S DELPHI DELCO ELECTRONICS L ONE CORPORATE CENTER KOKOMO, IN 46904

420.0			471601 471601	ITEM NUMBER		CUST CODE
16,731.00		SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41804 B/L 5214 ASN #GA00007187	KNOB-DUTER ASSEMBLY KNOB-DUTER ASSEMBLY DELRA KRAG PART 28008325 REV A	PREVIOUS INVOICE 105868	CENTRAL TRANPORT	SHIP VIÁ
			PC C	M	C018319	REF. NO.
			30,125 295 30,420	SHIPPED		SLS NO
			TOTAL QUANTITY		550070762	CUST. ORDER NO.
	÷		.550 .550	UNIT PRICE	NET 30	
16,731.00			16,568.75 162.25	AMOUNT	FOB DECATUR	TEAMS

D 8/02/	105920	INVOICE NO.
/05	boss	PAGE

DELPHI DELCO ELECTRONICS
ONE CORPORATE CENTER
KOKOMO, IN 46904

LADING NO.

CLOS INDIOS, TX	702 JUAQUIN CAVAZOS	PLANT 14	S DELPHI D
S, IX	IN CAV	-	D DELNOSA
78567			•
	ROAD		

33	TOTAL WEIGHT POUNDS	g et e en en e	471601 471601	ITEM NUMBER	1- 131500	CUSICODE
336.0 13,384.80	POUNDS NET SALES AMOUNT	SUPPLIER: GRIGO INVOICE # NOT / AT SHIP TIME P/L 41805 B/L ASN #GADOOO7188	KNOB-OUTER ASSEMBLY KNOB-OUTER ASSEMBLY DELRA KRAG PART 28008325 REY A		00 CENTRAL TRANPORT	SHIP VIA
		SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME /L 41805 B/L 5220 SN #GADOO07188	SSEMBLY PC	DESCRIPTION U M	C018319	IA
	MISCELLANEOUS CHGS.		23,855 481 24,336	QUANTITY SHIPPED		o sla no.
			TOTAL QUAR		550070762	CUST, ORDER NO.
			.550 .550	UNIT PRICE	NET 30 FOI	TERMS
13 384 80			13,120.25 264.55	AMOUNT	FOB DECATUR	TERMS

ַ	105961	INVOICE NO.
	1-1	PAG

8/16/05

BILL OF LADING NO.

OFOS P.O. BOX 9005 KOKOMO IN 469 DELPHI 46904-9005 SAFETY

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13,384.80					13,384.80	336.0
AMOUNT DUE			US CHGS.	MISCELLANEOUS CHGS.	SUPPINVO AT S AT S ASN #	TOTAL WEIGHT POUNDS
	NTITY	TOTAL QUANTITY	24,336		PART 28008325	
13,384.80	•550		24,336	PC	PREVIOUS INVOICE 105920 KNOB-OUTER ASSEMBLY	471601
AMOUNT	UNIT PRICE	magazika zere,	QUANTITY SHIPPED	MO	DESCRIPTION	ITEM NUMBER
FOB DECATUR	NET 30 FO	550070762		C018319	CENTRAL TRANPORT	1- 131500
TERMS		CUST ORDER NO.	SLS. NO.	REF, NO.	SHEVIA	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

471601

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131500

CENTRAL

CUST. CODE

217/429-5411

B/17/	105963	INVOICE NO.
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P.O. BOX 9005 KOKOMO IN DELPHI 46904-9005 SAFETY

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TOS INDIOS, TX 78567	S DELPHI D DELNOSA	
	BILL OF LADING NO.	

NET SALES AMOUNT 2,230.80	REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41894 B/L 5235 ASN #GA00007389	PREVIOUS INVOICE 105961 KNOB-DUTER ASSEMBLY DELRA KRAG	DESCRIPTION	CENTRAL TRANPORT	SHIP VIA
MISCELLAN		PC	2 2	C018319	REF. NO
MISCELLANEOUS CHGS.	4 ₊ 056	4,056	SHIPPED		J SLS NO
	TOTAL QUÁNTITY			550070762	CUST. ORDER NO.
	NTITY	•5	UNIT PRICE	NET 30	
AMOU 2		.550 2,	Þ	FOB DECATUR	TERMS
AMOUNT DUE 2 • 2 30 • 80		2,230.80	AMOUNT	ATUR	

G. ©. # 459-2

WEIGHT POUNDS

56.0

P.O. Box 831 — Decatur, Illinois 62525

217/429-5411

8/19/05

LADING NO.

DELPHI
ELECTRONICS & SAFETY
D P.O. BOX 9005 KOKOMO IN 46904-9005

28.0	TOTAL WEIGHT POUNDS	471601	ITEM NUMBER		CUST. CODE
1,115,40	SUPPLIER: GRIGOLEIT CO- INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41906 ASN #GA00007398 NET SALES AMOUNT	PREVIOUS INVOICE 105963 KNOB-OUTER ASSEMBLY DELRA KRAG PART 28008325 REV A	DESCRIPTION	BAX GLOBAL 2ND DAY	SHIP,VIA
	MISCELLANEOUS CHGS.	PC	U M GUA SHII	C018319	REF NO S
	$\frac{GS}{S}$	2,028 TOTAL QUANTITY	QUANTITY SHIPPED	43 550070762	SLS. NO CUST ORDER NO.
		ANTITY -550	UNIT PRICE	NET 30 FOB	
1,115.40		1,115.40		OB DECATUR	TERMS

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J.	105970	INVOICE NO.
	james .	PAGE

8/19/05

BILL OF LADING NO

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	78	20		
1	7856	O.		
	7	R		
		JOAQUIN CAVAZOS ROAD		
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, . U) 5-444 0	st-iuu	D00 829	Т-Т	Filed	Pa 37	of 10	Entered)9	UO/	T8/O	7 10
·	TOTAL WEIGHT POUNDS					. 9 0.		471601 471601		1- 131500	CUS
	NET SALES AMOUNT			ASN #6A00007399	P/L 41907	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME	PART 28008325 REV A	KNOB-OUTER ASSEMBLY KNOB-OUTER ASSEMBLY DELRA KRAG	THEOTOP	MENLO FORWARDING	SHIP VIA
	MISCELL							** **		C01	AEF
	MISCELLANEOUS CHGS.							PC PC	Z Z	19	REF. NO.
 	CHGS.						2,028	598 1 ₇ 430	SHIPPED	43	SLS. NO.
							TOTAL QUANTITY			550070762	CUST, ORDER NO
							NTITY	•550 •550	UNIT PRICE	NET 30 FOB	
1,115.40	AMOUNT DUE							328.90 786.50	AMOUNT	DECATUR	TERMS

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D 8/23/	105995	INVOICE NO.
/05		PAG

BILL OF LADING NO.

DELPHI
DELECTRONICS &
DELPHI 46904-9005 SAFETY

	•		*	
ν,	702 JOAQUIN CAVAZOS ROAD	PLANT 1-4	H DELPHI O DELNOSA	

OTAL WEIGHT POUNDS	71601	1- 131500 C	CUST CODE
NET SALES AMOUNT 2,788.50	PREVIOUS INVOICE 105970 KNOB-DUTER ASSEMBLY DELRA KRAG PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41908 B/L 5241 ASN #GAGGGGT400	CENTRAL TRANPORT DESCRIPTION	SHIP VIÅ
MISCELLANEOUS CHGS.	PC	C018319	REF, NO
US CHGS.	5,070 5,070	QUANTITY	SLS, NO
	TOTAL QUANTITY	550070762	CUST, ORDER NO
	NTITY 5550	İ	
AMOUNT DUE	2,788.50	FOB DECATUR	TERMS

8/23/05

BILL OF LADING NO.

KOKOMO IN a-00 P.O. BOX 9005 DELPHI 46904-9005 P.O. Box 831 — Decatur, Illinois 62525 SAFETY 217/429-5411

\$		G			
28.0	TOTAL WEIGHT POUNDS		471601		CUST CODE
1,115.40	NET SALES AMOUNT	DELRA KRAG PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41909 ASN #GAGGGG7401	PREVIOUS INVOICE 105970 KNOR-DITTER ASSEMBLY	BAX 2ND DAY	YIN dIHS
	MISCELLANEOUS CHGS.		0 N	C018319	REF. NO.
	s chas.	2,028	SHIPPED	43	SLS. NO.
		TOTAL QUANTITY		550070762	CUST. ORDER NO.
		NTITY	UNIT PRICE	NET 30 FC	
1,115.40	AMOUNT DUE		AMOUNT	FOB DECATUR	TERMS

7

CUST, CODE

SHIP VIA

REF NO

SLS. NO.

CUST. ORDER NO.

TERMS

8/25/05

LADING NO.

ELECTRONICS & SAFETY DELPHI P.O. BIX 9005 P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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KOKOMO IN

46904-9005

DELPHI D DELNOSA

TO2 JOAQUIN CAVAZOS ROAD TLOS INDIOS, TX 78567

70.0	AL WEIGHT POUNDS		601	GRIGOLEIT	131500	
2,788.50	SUPPLIER: GRIGOLEIT CO- INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41971 ASN #GA00007466	DELRA KRAG PART 28008325	PREVIOUS INVOICE 105995 KNOB-OUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	
	MISCELLANEOUS CHGS.		PC	им	C018319	
	S CHGS.	5,070	5,070	QUANTITY SHIPPED	43	B 977. 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
		TOTAL QUANTITY			550070762	
		ALITA	•550	UNIT PRICE	NET 30 FO	
2,788.50	AMOUNT DUE		2,788.50	AMOUNT	FOB DECATUR	

8/26/05

BILL OF LADING NO.

PAO BOX 9005 KOKOMO IN 469 DELPHI SAFETY 217/429-5411

46904-9005

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T LOS INDIOS, TX 78567	_	S DELPHI D DELNOSA

2,788.50					2,788.50	70.0
AMOUNT DUE			JUS CHGS.	MISCELLANEOUS CHGS.	NET SALES AMOUNT	TOTAL WEIGHT POUNDS
					ASN #6A0000/4/1	
					P/L 41976	
					INVOICE # NOT AVAILABLE AT SHIP TIME	
	NTITY	TOTAL QUANTITY	5,070		PART 28008325 REV A	
2,788.50	•550		5,070	РC	PREVIOUS INVOICE 105999 KNOB-OUTER ASSEMBLY DELRA KRAG	471601
AMOUNT	UNIT PRICE		QUANTITY SHIPPED	M	DESCRIPTION	GRIGOLEIT ITEM NUMBER
FOB DECATUR	NET 30 FO	550070762		C018319	BAX GLOBAL 2ND DAY	
TERMS		CUST. ORDER NO.	SLS NO	REF. NO.	SHIP VIA	CUST. CODE

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D 8/29/05	106007	INVOICE NO.
05	1	PAGE

DLON PaO. BOX 9005 KOKOMO IN DELPHI 46904-9005

⊙ ⊣ LOS INDIOS, TX 78567 702 JOAQUIN CAVAZOS ROAD

BILL OF

1601	GRIGOLEIT	- 131500	CUST CODE
PREVIOUS INVOICE 106000 KNOB-OUTER ASSEMBLY DELRA KRAG	DESCRIPTION	BAX 2HD DAY AIR	SHIP VIA
PC	M O	C018319	HEF, NO.
5,070	QUANTITY SHIPPED	43 55	SLS. NO.
		550070762	CUST. ORDER NO.
. 550	UNIT PRICE	NET 30	
2,7	АМО	FOB DECAT	TERMS

	, 05	-44481-raa Doc 8	291-1 Filed 06/18/07 Pg 42 of 1	Ente .09	red U	6/1	8/07	
,	70.0	TOTAL WEIGHT POUNDS			471601	GRIGOLEIT	1- 131500	
	2,788.50	NET SALES AMOUNT	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41977 ASN #GA00007472	DELRA KRAG PART 28008325	PREVIOUS INVOICE 106000 KNOB-DUTER ASSEMBLY	DESCRIPTION	BAX 2HD DAY AIR	
		MISCELLANEOUS CHGS.			PC	HS W U	C018319	の の の の の の の の の の の の の の の の の の の
		CHGS.		5,070	5.070	QUANTITY SHIPPED	43	Mary Carlot Mary and Share a
				TOTAL QUANTITY			550070762	
					550	UNIT PRICE	NET 30 FO	
	2,788.50	AMOUNT DUE			2.788.50	AMOUNT	FOB DECATUR	10000

B 8/30/05	106022	INVOICE NO.
705	—	PAGE

S DELPHI
COLUMN CS & SAFETY
D P.O. BDX 9005
T KOKOMO IN 46904-9005

S DELPHI D DELNOSA

| PLANT 1-4
| PLANT 1-4
| TO2 JOAQUIN CAVAZOS ROAD
| LOS INDIOS, TX 78567

BILL OF LADING NO.

,		Pg 43 o	f 109				
	70.0	TOTAL WEIGHT POUNDS		471601	GRIGOLEIT ITEM NUMBER	1- 131500 E	CUST. CODE
	2,788.50	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41978 ASN #GAOOOO7473	PART 28008325 REV A	PREVIOUS INVOICE 106007 KNOB-OUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
		MISCELLANEOUS CHGS.	5,070	PC 5,070	U M QUANTITY SHIPPED	C018319 43	REF, NO SLS. NO.
			O TOTAL QUANTITY	0		550070762	CUST. ORDER NO.
			YTITY	•550	UNIT PRICE	NET 30 FC	
And the second s	2,788.50	AMOUNT DUE		2,788.50	AMOUNT	FOB DECATUR	TERMS

217/429-5411

J.	106024	INVOICE NO.
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SDELPHI LELECTRONICS & S P.O. BOX 9005 TKOKOMO IN 4690 46904-9005 SAFETY

TLOS INDIDS, TX 78567	PLANT 1-4	S DELPHI D DELNOSA

BILL OF

56.0	TOTAL WEIGHT POUNDS		471601	GRIGOLEIT ITEM NUMBER		CUST CODE
2,230.80	INVOICE # NOT AVAILABLE AT SHIP TIME P/L 41999 ASN #GA00007505	PART 28008325 REV A SUPPLIER: GRIGOLEIT CO.	PREVIOUS INVOICE 106022 KNOB-OUTER ASSEMBLY DELRA KRAG	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
			PC .	MO	C018319	REF. NO.
		4,056	4,056	QUANTITY SHIPPED	43	SLS NO.
		TOTAL QUANTITY			5500 70 762	CUST. ORDER NO.
		NTITY	•550	UNIT PRICE	NET 30 F08	
2,230.80			2,230.80	AMOUNT)B DECATUR	TERMS

9/01/05

LADING NO.

P.D. BOX 9005 DELPHI 217/429-5411

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KOKOMO IN

46904-9005

LÖS	702	PLANT	S DELP	
INDIOS,	JOAQUIN	1 1-4	DELPHI D DELNOSA	
TX 78	CAVAZOS ROAD		ASON	
8567	S ROAD			
			1	

*	Pg 45 of	109				
56.0	TOTAL WEIGHT POUNDS		471601	ITEM NUMBER		CUST CODE
2,230.80	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42000 ASN #GA00007506 NET SALES AMOUNT	PART 28008325	PREVIOUS INVOICE 106024 KNOB-DUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
	MISCELLANEOUS CHGS.		PC	M	C018319	REF. NO.
	US CHGS.	4,056	4,056	QUANTITY SHIPPED	43	SLS. NO.
		TOTAL QUANTITY			550070762	CUST, ORDER NO.
		TITY	•550	UNIT PRICE	NET 30 FI	
2,230,80	AMOUNT DUE		2,230.80	AMOUNT	FOB DECATUR	TERMS

P 9/02/	106031	INVOICE NO.	
/05	1	PAGE	

01 DF00 DELPHI ELECTRONICS & SAFETY P.O. BOX 9005 KOKOMO IN 46904-9005

O-1: U-I0	
PLANT 1-4 702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567	

BILL OF LADING NO.

٤		Pg 46 of 1	09			
	56.0	TOTAL WEIGHT POUNDS	471601	• ITEM NUMBER		CUST CODE
	2,230.80	REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42001 ASN #GA00007507 NET SALES AMOUNT	PREVIOUS INVOICE 106029 KNOB-OUTER ASSEMBLY DELRA KRAG PART 28008325	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
		MISCELLANEOUS C	РC	HS W O	C018319	REF. NO.
		CHGS.	4,056 4,056	GUANTITY SHIPPED	43	SLS. NO
			TOTAL QUANTITY		550070762	CUST. ORDER NO.
			.550	UNIT PRICE	NET 30 FO	
The second secon	2,230,80	AMOUNT DUE	2,230.80	AMOUNT	FOB DECATUR	TERMS

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

9/06/05

BILL OF LADING NO.

DELPHI
ELECTRONICS & SAFETY
P.O. BOX 9005
KOKOMO IN 46904-9005

S DELPHI D DELNOSA

		Pg 47 of 109			
70.0	TOTAL WEIGHT POUNDS	471601	GRIGOLEIT ITEM NUMBER		CUST. CODE
2,788.50	NET SALES AMOUNT	PREVIOUS INVOICE 106031 KNOB-DUTER ASSEMBLY DELRA KRAG DELRA KRAG PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42002 ASN #GA00007508	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
	MISCELLANEOUS CHGS.	PC	M O	C018319	REF. NO
	ous chas.	5,070	QUANTITY SHIPPED		SLS. NO.
	V.	TOTAL QUANTITY		550070762	CUST, ORDER NO.
		ANTITY	UNIT PRICE	NET 30 F	
2,788,50	AMOUNT DUE	2,788.50	AMOUNT	FOB DECATUR	TERMS

217/429-5411

DELPHI ELECTRONICS & SAFETY P.O. BOX 9005 KOKOMO IN 46904-9005

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LADING NO

LOS INDIOS, TX 78567	TOZ JOAQUIN CAVAZOS ROAD	PLANT 1-4	B DELPHI D DELNOSA

2,230.80					2,230.80	56.0
AMOUNT DUE			ous chas.	MISCELLANEOUS CHGS.	REV A SUPPLIER: GRIGOLEIT CO- INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42003 ASN #GA00007509 NET SALES AMOUNT	TOTAL WEIGHT POUNDS
•		TOTAL QUANTITY	4,056		DELRA KRAG PART 28008325	
2,230.80	•550		4,056	PC	PREVIOUS INVOICE 106033 KNOB-OUTER ASSEMBLY	471601
AMOUNT	UNIT PRICE		QUANTITY SHIPPED	Μυ	DESCRIPTION	GRIGOLEIT ITEM NUMBER
FOB DECATUR	NET 30 FC	550070762	9 43	C018319	BAX 2ND DAY AIR	
TERMS		CUST. ORDER NO.	SLS. NO.	REF, NO.	SHIP VIÁ	CUST CODE

P.O. Box 831 — Decatur, Illinois 62525

ORIGINAL INVOICE

m-1>0 106046 INVOICE NO. 9/08/05 PAGE

DELPHI
ELECTRONICS & SAFETY
D P.O. BOX 9005
A6904-900 T KOKOMO IN 46904-9005 217/429-5411

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702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567	NOSA

BILL OF LADING NO.

1		•••					
70.0	TOTAL WEIGHT POUNDS			471601 471601	GRIGOLEIT	1- 131500 B	CUST, CODE
2,788.50	NET SALES AMOUNT	REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42004 ASN #GA00007510	PART 28008325		DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
	MISCEL	OLEIT CO. AVAILABLE				C018	REF NO
	MISCELLANEOUS CHGS		······································	PC PC	OM OC	C018319	
	снаs.		5,070	4,812 258	QUANTITY	43	SLS. NO
			TOTAL QUANTITY			550070762	CUST ORDER NO
,			VANTITY		UNIT PRICE	2 NET 30	Ō
				•550 •550	RICE	0 F08	
2,788,50	AMOUNT DUE			2,646.60 141.90	AMOUNT	DECATUR	TERMS

ASN #GA00007553

P/L 42040

B/L 5258

AT SHIP TIME

471601 471601

1

131500

CENTRAL TRANPORT

C018319

43

550070762

NET

FOB DECATUR

TERMS

UNIT PRICE 30

AMOUNT

.550 .550

8,520.60

402.60

UM

QUANTITY SHIPPED

REF. NO.

SLS. NO.

CUST. ORDER NO

SHIP VIA

PREVIOUS INVOICE 106046

DESCRIPTION

KNOB-OUTER ASSEMBLY KNOB-OUTER ASSEMBLY

PC PC

15,492 732

16,224

TOTAL QUANTITY

REV A

PART 28008325 DELRA KRAG

SUPPLIER: GRIGOLEIT CO.

INVOICE # NOT AVAILABLE

CUST. CODE

9/13/05

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411 COMPANY

ELECTRONICS & P.O. BOX 9005
KOKOMO IN 469 ELECTRONICS & SAFETY 46904-9005

0-4	~ to	3	ر دن:
LOS INDIOS+ TX 78567	702 JOAQUIN CAVAZOS ROAD	PLANT 1-4	DELPHI D DELNOSA

IND 105+ TX 78567	JOAQUIN CAVAZOS ROAD	1-1-4	HI D DELNOSA
		CAUIN	BILL

	6

BILL OF LADING NO.

3.0.	
*	
459-2	

TOTAL WEIGHT POUNDS

NET SALES AMOUNT

MISCELLANEOUS CHGS.

AMOUNT DUE

8,923,20

8,923.20

224.0

G.C. # 459-2

217/429-5411

ORIGINAL INVOICE

 $m \rightarrow D$ 106082 INVOICE NO. 9/19/05 PAGE

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0- 0-0% KOKOMO IN ELECTRONICS & SAFETY P.O. BOX 9005 DELPHI 46904-9005

OH B-IO PLANT 1-4 DELPHI D DELNOSA LOS INDIOS, TX 78567 702 JOAQUIN CAVAZOS ROAD

BILL OF LADING NO.

PREVIOUS INVOICE 106057 KNOB-OUTER ASSEMBLY DELRA KRAG	DESCRIPTION	BAX 2ND DAY AIR	VIA dits
PC	M O	C018319	REF. NO
(1	\$	319	[ō
5,070	QUANTITY SHIPPED		SLS: NO.
		43 550070762	CUST. ORDER NO.
• 5:	UNIT PRICE	NET 30	
.550		F08	
2,788.	AMOUNT	FOB DECATUR	TERMS

1

131500

CUST. CODE

2,788.50							
					2,788.50	70.0	
AMOUNT DUE			MISCELLANEOUS CHGS.	MISCELLAN	NET SALES AMOUNT	TOTAL WEIGHT POUNDS	1

					ASN #GA00007554		
		- Constant page - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			P/L 42041		Р
					AT SHIP TIME		g 5.
					SUPPLIER: GRIGOLEIT CO.		I OI
			•		REV A		T
	ALIIN	TOTAL QUANTITY	5,070		PART 28008325		J
29108.30	• 3000		9010	7	DELRA KRAG		
700	n n		R 070	3	PREVIOUS INVOICE 106057	471601	
AMOUNT	UNIT PRICE		SHIPPED	□ ₩	DESCHIPTION	ITEM NUMBER	
			QUANTITY	1 23	DESCRIPTION	GRIGOLEIT	

217/429-5411

D 9/19/	106083	INVOICE NO.
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araw P.O. BOX 9005 KOKOMO IN 469 DELPHI 46904-9005 SAFETY

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LOS INDIOS, TX 78567	702 JOAQUIN CAVAZOS ROAD	PLANT 1-4	DELPHI D DELNOSA
		LADING NO.	BILL OF

grant of the state	70.0	TOTAL WEIGHT POUNDS	471601	ITEM NUMBER		CUST. CODE
	2,788.50	PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42042 P/L 42042 ASN #GA00007555	PREVIOUS INVOICE 106057 KNOB-OUTER ASSEMBLY	DESCRIPTION	BAX ZND DAY AIR	VIN dHS
		5, (PC	M	C018319	REF. NO.
		5,070	5,070	QUANTITY SHIPPED	43	SLS NO
		TOTAL QUANTITY		MANUAL STATES	550070762	CUST. ORDER NO.
		NT ITY	•550	UNIT PRICE	NET 30 F08	
	2,788.50	AMOUNT DIE	2,788.50	AMOUNT)B DECATUR	TERMS

G.C. # 459-2

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217/429-5411

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arow DELPHI ELECTRONICS & SAFETY P.O. BOX 9005 KOKOMO IN 46904-9005

0+ P-HS PC1 702

IS INDIOS, TX 78567	2 JOAQUIN CAVAZOS ROAD	ANT 1-4	LPHI D DELNOSA

BILL OF LADING NO.

TAL WEIGHT POUNDS NET SALES AMOUNT MISCELLANEOUS CHGS. 70.0 2,788.50	PREVIOUS INVOICE 106083 KNOB-OUTER ASSEMBLY DELRA KRAG DELRA KRAG PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42043 ASN #GAODO07556	GRIGOLEIT DESCRIPTION U M QUANTITY SHIPPED	BAX 2ND DAY AIR C018319 43 550070762	CUST. CÓDE SHIP VIA REF. NO. SLS. NO. CUST. ORDER NO.	The state of the s
IEOUS CHGS.	5,070 5,070		43	SLS, NO.	
AMOUNT DUE 2 788 50	-550 2	UNIT PRICE AMOUNT	NET 30 FOB DECATUR	©. TERMS	

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

D 9/21/	106089	INVOICE NO.
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OH DFOW DELPHI ELECTRONICS:&:SAFETY P&D.:BDX:9005 KGKGMG IN 46904-900 46904-9005

BILL OF LADING NO.

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	COS	702	PLAI	DELF
		JOL	1	HI
	INDIOS, TX	702 JOAQUIN CAVAZOS ROAD	PLANT 1-4	DELPHI D DELNOSA
	•	Z		EX
	×	YAY		₹SQI
	78567	1202		
	67	70		
		JAD		

2,788.50						
AMOUNT DUE			IS CHGS.	MISCELLANEOUS CHGS	NET SALES AMOUNT	TOTAL WEIGHT POUNDS
					ASN #GA00007557	
					P/L 42044	
					SUPPLIER: GRIGOLEIT CO.	
	1117	TOTAL QUANTITY	5,070		PART 28008325	
2,788.50	•550		5,070	PC	PREVIOUS INVOICE 106084 KNOB-OUTER ASSEMBLY	471601
AMOUNT	UNIT PRICE		QUANTITY SHIPPED	M	DESCRIPTION	GRIGOLEIT ITEM NUMBER
B DECATUR	NET 30 F08	550070762	43	C018319	BAX 2ND DAY AIR	
TERMS	TE	CUST. ORDER NO.	SLS. NO.	REF. NO.	SHIP VIA	CUST. CODE

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P.O. Box 831 — Decatur, Illinois 62525

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No. 18 apr. Total	da ca	
O+ ⊓		ĊΩ
702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567	PEANT 1-4	DELPHI D DELNOSA

PLANT 1-4 P 702 JOAQUIN CAVAZOS ROAD C LOS INDIOS TX 78567	S DELPHI D DELNOSA

LADING NO.

70.0	TAL WEIGHT POUNDS	1601	GRIGOLEIT ITEM NUMBER	- 131500	CUST. CODE
2,788.50	DELRA KRAG PART 28008325 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42045 ASN #GAOUDO7558 NETSALES AMOUNT	PREVIOUS INVOICE 106089	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIÁ
	MISCELLA	РC	MP	C018319	REF, NO
	NEOUS C	5.070	QUANTITY SHIPPED	119 43	O. SLS. NO.
	TOTAL QUANTITY			550070762	CUST, ORDER NO.
		. 550	UNIT PRICE	NET 30 F(
2,788.50	A	2±788.50	AMOUNT	FOB DECATUR	TERMS

217/429-5411

106098	INVOICE NO.
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9/23/05

BILL OF LADING NO.

S DELPHI
D P.O. BOX 9005
TKGKGMG IN 46904-9005 46904-9005

O LUS INDIUS,	\$702 JOAQU	PLANT 1-4	S DELPHI D DELNOSA
13, 1X 78567	AVA		DELNOSA
	ROAD		

· · · · · · · · · · · · · · · · · · ·	Pg 56 of	109				
70.0	TOTAL WEIGHT POUNDS		471601	ITEM NUMBER		CUST CODE
2,788.50	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42046 ASN #GAOOO07559	PART 28008325	PREVIOUS INVOICE 106092 KNOB-DUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIX
	MISCELLANEOUS CHGS.		PC .	U M	C018319	REF NO.
	US CHGS.	5,070	5,070	QUANTITY SHIPPED	43	SLS, NO.
		TOTAL QUANTITY			550070762	CUST ORDER NO
		YTIT	. 550	UNIT PRICE	NET 30 FO	
2∳788⊹50	AMOUNT DUE		2,788.50	AMOUNT	FOB DECATUR	TERMS

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131500

CUST. CODE

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BILL OF LADING NO.

DELPHI
ELECTRONICS & SAFETY
P.O. BOX 9005
P.O. TN 46904-900 46904-9005

			
LOS INDIOS, TX 78567	702 JOAQUIN CAVAZOS ROAD	PLANT 1-4	S DELPHI D DELNOSA
		<u> </u>	

2,788.50	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42047 ASN #GAOUDO7560 NET SALES AMOUNT	PART 28008325	PREVIOUS INVOICE 106098 KNOB-OUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	SHIP: VIA
	MISCELLANEOUS CHGS.	-	РC	UM	C018319	REF NO.
	S CHGS.	5,070	5,070	QUANTITY SHIPPED	43	SLS. NO.
		TOTAL QUANTITY			550070762	CUST, ORDER NO.
		NTITY	•550	UNIT PRICE	NET 30 F	
2,788.50	AMOUNT DUE		2,788.50	AMOUNT	FOB DECATUR	TERMS

TOTAL WEIGHT POUNDS

70.0

P/L 42048

AT SHIP TIME

SUPPLIER: GRIGOLEIT CO.

INVOICE # NOT AVAILABLE

PART 28008325

DELRA KRAG

REV A

ASN #GA00007561

TOTAL WEIGHT POUNDS

NET SALES AMOUNT

MISCELLANEOUS CHGS.

AMOUNT DUE

3,346,20

84.0

3,346.20

G.C. # 459-2

471601

CUST. CODE

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131500

BAX 2ND DAY AIR

SHIP VIA

PREVIOUS INVOICE 106101

DESCRIPTION

KNOB-DUTER ASSEMBLY KNOB-DUTER ASSEMBLY

471601

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D 9/27/05	106111	INVOICE NO.
05	1	PAGE

0-1 0-00 KOKOMO IN P.O. BOX 9005 ELECTRONICS & DELPHI 46904-9005 SAFETY

TO2 JOAQUIN CAVAZOS ROAD T LOS INDIOS, TX 78567	S DELPHI D DELNOSA
	BILL OF LADING NO

700	υM	C018319	HEF NO.	
5,070 1,014 6,084	QUANTITY SHIPPED	43	SLS. NO.	7,00
TOTAL QUANTITY		550070762	CUST. ORDER NO	
.550 .550	UNIT PRICE	NET 30		
2,788.50 557.70	AMOUNT	FOB DECATUR	TERMS	

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

ol alow KOKOMO IN P.O. BOX 9005 DELPHI 46904-9005

IN CAVAZOS ROAD S+TX 78567	DELNOSA
	BILL OF LADING NO.

			
LAD	9/29/05	106115	in the Colon Colon
BILL OF LADING NO.	705	ja-s	

		Pg 59 of 2	109	0.04	, 0, 1	.0,0.	
70.0	TOTAL WEIGHT POUNDS			471601	GRIGOLEIT ITEM NUMBER	1- 131500	CUST CODE
2,788.50	NET SALES AMOUNT	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42049 ASN #GA00007562	PART 28008325	PREVIOUS INVOICE 106111 KNOB-OUTER ASSEMBLY	DESCRIPTION	BAX 2ND DAY AIR	SHIP VIA
	MISCELLANEOUS CHGS.			PC	N O	C018319	BEF, NO
	оиз снаѕ.		5,070	5,070	QUANTITY SHIPPED	43	SLS. NO.
			TOTAL QUANTITY			550070762	CUST, ORDER NO.
			MTITY	. 550	UNIT PRICE	NET 30 FI	
2,788.50	AMOUNT DUE			2,788.50	AMOUNT	FOB DECATUR	TERMS

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131500

BAX 2ND

CUST, CODE

SHIP VIA

REF. NO.

SLS. NO.

CUST. ORDER NO.

TERMS

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DELPHI DP.D. BOX 9005 DP.D. BOX 9005 46904-9005 SAFETY

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

O LUS INDIUS, IX 78567	CAVA	LIDC RECEIVING WAREHOUSE	S DELPHI EGS DELNOSA PL 5-6

TLOS INDIOS, TX 78567	F 702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	S DELPHI ERS DELNOSA PL 5-6
		LADING NO	BILL OF

1,029.00	SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME P/L 42022 ASN #GADO007531	PART 28014594 REV A	DEL56 KAAG	DESCRIPTION	2ND DAY AIR
MISCELLANEOUS CHGS.			PC	MO	C018471
S CHGS.		1,372	1,372	QUANTITY SHIPPED	43
		TOTAL QUANTITY			550077235
		ALITA	.750	UNIT PRICE	NET 30
AMOUNT DUE			0 1,029.00	AMOUNT	FOB DECATUR

TOTAL WEIGHT POUNDS

NET SAL

27.0

ASN #GA00007532

P/L 42024

AT SHIP TIME

470901

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131500

BAX 2ND DAY AIR

SHIP VIA

REF. NO.

SLS, NO.

CUST. ORDER NO.

C018471 U M

43

550077235

NET

FOB DECATUR

TERMS

UNIT PRICE 30

AMOUNT

QUANTITY SHIPPED

2,744

.750

2,058.00

2,744

TOTAL QUANTITY

PREVIOUS INVOICE 106047

KNOB ASSY/DELPHI

PART 28014594

DELS6 KAAG

REV A

SUPPLIER: GRIGOLEIT CO.

INVOICE # NOT AVAILABLE

CUST, CODE

217/429-5411

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© DELPHI ELECTRONICS & SAFETY KOKOMO IN P.O. BOX 9005 46904-9005

TOS INDIOS, TX 78567	S DELPHI EES DELNOSA PL 5-6
	BILL C LADING

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	BILL OF LADING NO

LADING NO

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459-2	

TOTAL WEIGHT POUNDS

NET SALES AMOUNT

MISCELLANEOUS CHGS.

AMOUNT DUE

2,058.00

2,058.00

54.0

106058	INVOICE NO.
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S DELPHI
L ELECTRONICS & SAFETY
D P.O. BOX 9005
T KOKOMO IN 46904-9005 217/429-5411

BILL OF LADING NO.

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TOS INDIOS, TX 78567	S DELPHI ESS DELNOSA PL 5-6

•	Pg 62 of 109		
TOTAL WEIGHT POUNDS 216.0	470901		CUST CODE
NET SALES AMOUNT  8 - 232 - 00	PREVIOUS INVOICE 106048 KNOB ASSY/DELPHI DEL56 KAAG PART 28014594 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME  P/L 42025 B/L 5257 ASN #GA00007533	CENTRAL TRANSPORT	VIA dIHS
MISCELLANEOUS CHGS.	PC	C018471	REF, NO.
S CHGS.	10,976 10,976	43	SLS. NO.
	TOTAL QUANTITY	550077235	CUST. ORDER NO.
	WITPRICE .750	NET 30 FO	
AMOUNT DUE 8	8,232.00	FOB DECATUR	TERMS

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0-1 KOKOMO IN 46904-9005 SAFETY

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L SOT	702	LIDC	DELPH
LOS INDIOS,	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	DELPHI ESS DELNOSA PL 5-6
×	N CAVA	VING W	DELNO
78567	ZOS R	AREHO	ISA PL
	õ.	)USE	5-6

LADING NO.

, <del>-</del>	1 g 00 01 100			
TOTAL WEIGHT POUNDS 378-0	470901	ITEM NUMBER		CUST CODE
NET SALES AMOUNT 14,406.00	KNOB ASSY/DELPHI DEL56 KAAG PART 28014594 REV A SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME  P/L 42026 B/L 5268 ASN #GA00007534	DESCRIPTION DESCRIPTION	CENTRAL TRANSPORT	VIA SIRIS
MISCELLANEOUS CHGS.	PC	MB	C018471	REF. NO.
IS CHGS.	19,208	SHIPPED	43	SLS. NO.
	TOTAL QUANTITY		550077235	CUST. ORDER NO.
	•750	UNIT PRICE	NET 30	
AMOUNT DUE	14,406.00	AMOUNT	FOB DECATUR	TERMS

P.O. BOX 9005 KOKOMO IN DELPHI P.O. Box 831 — Decatur, Illinois 62525 SAFETY 217/429-5411

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, SOI ONI	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	DELPHI EGS DELNOSA PL 5-6
INDIOS, TX 78567	CAVAZOS	ING WARE	DELNOSA
67	RO.	HOUSE	PL 5-6

216.0	TOTAL WEIGHT POUNDS	470901	GRIGOLEIT ITEM NUMBER	1- 131500	CUST: CODE
8,232,00	REV B SUPPLIER: GRIGOLEIT CO. INVOICE # NOT AVAILABLE AT SHIP TIME  P/L 42088 B/L 5275  ASN #6A00007622	PREVIOUS INVOICE 106085 KNOB ASSY/DELPHI DEL56 KAAG	DESCRIPTION	CENTRAL TRANSPORT	SHIP.VIA
	MISCELLANEOUS CHGS.	PC	Mn	C018471	REF. NO
	10 <b>,</b> 976	10,976	QUANTITY SHIPPED		SLS NO
	TOTAL QUANTITY			550077235	CUST, ORDER NO.
		.750	UNIT PRICE	NET 30 F	
8	AMOUNT DUE	8,232.00	AMOUNT	FOB DECATUR	TERMS

BILL OF LADING NO.

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P.O. Box 831 — Decatur, Illinois 62525

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ORIGINAL INVOICE

105925 INVOICE NO. PAGE **}----**

8/05/05

S DELPHI DELCO ELECTRONICS
L ONE CORPORATE CENTER
D P.O. ROY SOCE T KOKOMO, IN P.O. BOX 9005 46904-9005

CUST. CODE

SHIP VIA

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SLS. NO.

CUST, ORDER NO.

TERMS

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		LADING NO.

		Pg 65 (	f 109	
Squree R. Bernward				1- 131600 GRICOMER C4564C
NET SALES AMOUNT 18,500.00		CUS PO NO/ ITEM IDENT NO/DATE 450115717 PR10183651 07/26/05		PRM CHC>POST PRD RIN / \$18-500
HANEOUS CHGS.				CO18464  UM SHIPPED  ON SHIPPED
				450115717
	ı			UNIT PRICE
18,500.00		18,500.00		AMBOUNT

C C # 450 0

451828

00131500

GRIGOLEIT

CUST CODE

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P.O. Box 831 — Decatur, Illinois 62525

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TOZ JOAQUIN CAVAZOS ROAD LOS INDIDS, TX 78567	S DELPHI D DELNOSA
	BILL OF

NET SALES AMOUNT  144.00	DELRA KALM PART 9379391  DATE SHIPPED 8/30/05  P/L 66115  CENTRAL / SKID 1	NAB VECA PLANC 1870201000	CENTRAL TRANSPORT	SHIV AIV
MISCELLANEOUS CHGS.	7		031477	ŘEF. NO
US CHGS.	<b>\$</b>	SHIPPED	00043	SLS. NO.
			550045162	CUST, ORDER NO
	• 320	UNIT PRICE	NET 30 FOB	
AMOUNT DUE 144.00	144.00	AMOUNT	30 FOB SHIPPING POINT	TERMS

TOTAL WEIGHT POUNDS

00131500

GRIGOLEIT

CUST. CODE

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SLS. NO.

CUST. ORDER NO.

217/429-5411

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S DELPHI
C ELECTRONICS & SAFETY
D P.O. BOX 9005 KOKOMO IN 46904-9005 00000

oπ—α +o PLANT 1-4 LOS INDIOS, DELPHI D DE 702 JOAQUIN

BILL OF LADING NO
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BILL OF LADING NO.

144.00	NET SALES AMOUNT				BAX GLOBAL ZND DAY	P/L 66148	DATE SHIPPED 9/06/05	DELRA KALM PART 9379391	MALYCO LYCH/U C JUY/ A CONTRACTOR	DESCRIPTION	BAX GLOBAL ZND DAY
	MISCELLANEOUS CHGS.		<u> </u>					7		Мn	031477
	NEOUS										
	CHGS.							<b>4</b>	, 50	QUANTITY	00043
											550045162
										UNIT	NET
				PARAMETER SAN	e Saryon San Jan San Jajahakaya .			•320		UNIT PRICE	30 FO8
144.00	AMOUNT DUE							144.00		AMOUNT	30 FOB SHIPPING POINT

TOTAL WEIGHT POUNDS

RIGOLEIT COMPANY P.O. Box 831 — Decatur, Illinois 62525

ORIGINAL INVOICE

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BILL OF LADING NO.

P.O. BOX 9005 DELPHI 217/429-5411

Exhibit A

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KOKOMO IN

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DELPHI D DELNOSA PLANT 1-4 702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567

05-44481-rdd TOTAL WEIGHT POUNDS	Doc 8291-1	Filed 06/1 Pg	L8/07 E 68 of 10	Entered 0 9 4 <b>57205</b>	6/18/0 GRIGOLEIT GRIGOLEIT ITEM NUMBER	K.	
NET SALES AMOUNT 1,615.50		CENTRAL / SKID 1	DATE SHIPPED 8/30/05 P/L 66116	KNOB ASSY READY TO SHIP DELRA KALM PART 9367050	DESCRIPTION		
MISCELLANEOUS CHGS.				PC 4500	UM QUANTITY SHIPPED	\$ 2	
				Ŏ	550045671	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
				. 359	NET 30 FOB		
AMOUNT DUE				1,615.50	SHIPPING POINT	1	

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DELPHI ELECTRONICS & SAFETY P.O. BOX 9005 P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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KOKOMO IN

C LOS INDIOS, TX 78567	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	S DELPHI E&S DELNOSA PL 5-6
			BILL OF

	465612 TOTAL WEIGHT POUNDS	GRIGOLEIT ITEM NUMBER	00131500	CUST, CODE
1,862.78	BLK KNOB ASSY TO SHIP DEL56 KALM PART 28004207  DATE SHIPPED 8/30/05  P/L 66117  CENTRAL / SKID 1  NETSALES AMOUNT	DESCRIPTION	CENTRAL TRANSPORT	Aiv diHS
	PC	МП	031590	REF, NO
	8316	QUANTITY SHIPPED	0 00043	SLS. NO.
			550072638	CUST, ORDER NO.
	.224	UNIT PRICE	NET 30 FOB	
AMOUNT DUE 1,862.78		AMOUNT	NET 30 FOB SHIPPING POINT	TERMS

ORIGINAL INVOICE

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9/09/05

BILL OF LADING NO.

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TLOS INDIOS, TX 78567	P 702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	S DELPHI ERS DELNOSA PL 5-6
	•	SE	5-6

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	TOTAL WEIGHT POUNDS						465612	GRIGOLEIT ITEM NUMBER	00131500	CUST CODE
1,966.27	NET SALES AMOUNT			CENTRAL / SKID 1	P/L 66149	DATE SHIPPED 9/06/05	BEK KNOB ASSY TO SHIP DEL56 KALM PART 28004207	DESCRIPTION	CENTRAL TRANSPORT	VIA AIHS
	MISCELLANEOUS CHGS.			7-2-2-1			PC	MU	031590	REF NO
	S CHGS.						8778	QUANTITY SHIPPED	00043	SLS. NO.
									550072638	CUST, ORDER NO.
							.224	UNIT PRICE	NET 30 F08	
1,966,27	AMOUNT DUE		***************************************				1,966.27	AMOUNT	30 FOB SHIPPING POIN	TERMS

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P.O. BOX 9005 ELECTRONICS & SAFETY DELPHI P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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KOKOMO IN

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S DELPHI E&S DELNOSA PL 5-6
H LIDC RECEIVING WAREHOUSE
P 702 JOAQUIN CAVAZOS RD. TOZ JOAQUIN CAVAZOS RD. LOS INDIOS, TX 78567

	BILL OF LADING NO.

	Pg 71 of 109			
TOTAL WEIGHT POUNDS	465612	GRIGOLEIT ITEM NUMBER	00131500	CUST. CODE
1,345.34		DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
MISCELLANEOUS CHGS.	PC 60	U M QUANTITY SHIPPED	031590 00043	REF. NO. SLS. NO.
	6006		550072638	O. CUST, ORDER NO.
	•224	UNIT PRICE	NET 30 FOB	
AMOUNT DUE 1,345.34	1,345.34	AMOUNT	FOB SHIPPING POINT	TERMS

CENTRAL TRANSPORT/SK

P/L 66215

DATE SHIPPED

9/20/05

465612

BLK KNDB

PART 28 DEL56 00131500

CENTRA

GRIGOLEIT

CUST. CODE

9/23/05

DELPHI ELECTRONICS & SAFETY P.O. BOX-9005 P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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LOS INDIOS, TX 78567	702 JUAQUIN CAVAZOS RD.	LIUC RECEIVING WAREHOUSE	DELPHI EES DELNOSA PL 5-6	
			LADING NO	

SHIP VIA	REF NO	SLS, NO.	SLS, NO. CUST, ORDER NO.		TERMS
AL TRANSPORT	031590	00043	031590 00043 550072638	NET 30 FOB SH	SHIPPING POINT
DESCRIPTION	M	QUANTITY		UNIT PRICE	AMOUNT
3 ASSY TO SHIP Kalm 3004207	PC	12936		•224	2,897.66

			G.C. # 459-2
2,897.66		2,897.66	

TOTAL WEIGHT POUNDS

NET SALES AMOUNT

MISCELLANEOUS CHGS.

9/30/05

BILL OF

P.O. BOX 9005 KOKOMO IN 469 SAFETY 217/429-5411

46904-9005

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DELPHI ERS DELNOSA PL 5-6 LIDC RECEIVING WAREHOUSE 702 JOAQUIN CAVAZOS RD. LOS INDIOS, TX 78567
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TOTAL WEIGHT POUNDS		465612	GRIGOLEIT ITEM NUMBER	00131500	. CUSI CODE
NET SALES AMOUNT 1,138.37	DEL56 KALN PART 28004207  DATE SHIPPED 9/27/05  P/L 66253  CENTRAL / SKID 1	BLK KNOB ASSY TO SHIP	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
MISCELLANEOUS CHGS.		PC	U M QUANTITY SHIPPED	031590 00	REF. NO. SL
SS.		5082	PED	00043 550072638	SLS. NO.   CUST. ORDER NO.
		•224	UNIT PRICE		
AMOUNT DUE 1,138,37		1,138,37	AMOUNT	NET 30 FOB SHIPPING POINT	TERMS

P.O. Box 831 — Decatur, Illinois 62525

217/429-5411

9/02/05

LADING NO.

DELPHI ELECTRONICS & SAFETY P.D. BOX 9005 KOKOMO IN 46904-9005 00000

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TOTAL WEIGHT POUNDS	465712	GRIGOLEIT ITEM NUMBER	00131500	CUST. CODE
NET SALES AMOUNT 853.25	BLK KNOB ASSY TO SHIP DEL56 KALM PART 28004208  DATE SHIPPED 8/30/05  P/L 66118  CENTRAL / SKID 1	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
MISCELLANEOUS CHGS.	PC 4224	U M QUANTITY SHIPPED	031591 00043	REF. NO. SLS. NO.
	*		550072638	CUST, ORDER NO.
	•202	UNIT PRICE	NET 30 FOB	
AMOUNT DUE 853.25	853.25	AMOUNT	30 FOB SHIPPING POINT	TERMS

00131500

CUST. CODE

9/09/05

DELPHI P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

KOKOMO IN 46904-9005 P.O. BOX 9005 00000

LOS INDIOS, TX 78567	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	DELPHI EES DELNOSA PL 5-6
	-	LADING NO.	BILL OF

POINT

853.25	NET SALES AMOUNT		CENTRAL / SKID I	DATE SHIPPED 9/06/05	BLK KNOB ASSY TO SHIP DEL56 KALM PART 28004208		CENTRAL TRANSPORT	\$
<u> </u>			XIO I	D 9/06/05	SY TO SHIP	DESCRIPTION	RANSPORT	SHIP VIA
	MISCELLANEOUS CHGS.				PC	MD	031591	REF. NO
	JS CHGS.				4224	QUANTITY SHIPPED	00043	SLS. NO.
							550072638	CUST, ORDER NO.
					• 202	UNIT PRICE	NET 30 FOB	
85	AMOUNT D				© 55	AMOUN	SHIPPING	TERMS

TOTAL WEIGHT POUNDS

00131500

GRIGOLEIT

CUST. CODE

217/429-5411

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TLOS INDIOS, TX 78567	P 702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	S DELPHI ESS DELNOSA PL 5-6
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639.94	BLK KNOB ASSY TO SHIP DEL56 KALM PART 28004208  DATE SHIPPED 9/13/05  P/L 66178  CENTRAL / SKID 1  CHIRAL / SKID 1  NET SALES AMOUNT	DESCRIPTION	CENTRAL TRANSPORT	WA dIHS
	PC 31 MISCELLANEOUS CHGS.	υM	031591	REF. NO.
	31 68 31 68	SHIPPED	00043	SLS. NO.
			550072638	CUST, ORDER NO.
	• 202	UNIT PRICE	NET 30 FOB	
639.94	639.94 AMOUNT DUE	AMOUNT	SHIPPING POINT	TERMS

TOTAL WEIGHT POUN

TOTAL WEIGHT POUNDS

NET SALES AMOUNT

MISCELLANEOUS CHGS.

959.90

959.90

G.C. # 459-2

9/23/05

BILL OF LADING NO.

P.O. BOX 9005 DELPHI P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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KOKOMO IN 46904-9005

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B DELPHI EGS DELNO
| LIDG RECEIVING W
| 702 JOAQUIN CAVA
| LOS INDIOS, TX TO2 JOAQUIN CAVAZOS RD. DELPHI EGS DELNOSA PL 5-6 78567

			465712	GRIGOLEIT ITEM NUMBER	00131500	CUST CODE
CENTRAL TRANSPORT/SK	P/L 66216	DATE SHIPPED 9/20/05	BLK KNOB ASSY TO SHIP DEL56 KALM PART 28004208	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
			PC	МП	031591	REF. NO.
			4752	QUANTITY SHIPPED	1 00043	SLS, NO.
					550072638	CUST, ORDER NO.
			.202	UNIT PRICE	NET 30 FOB	
			959.90	AMOUNT	30 FOB SHIPPING POINT	TERMS

D 9/3	863522	INVOICE NO.
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P.O. BOX 9005 DELPHI P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

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KOKOMO IN

46904-9005

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T LOS INDIOS, TX 78567	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	S DELPHI EGS DELNOSA PL 5-6	
		DADING NO.	BILL OF	

TOTAL WEIGHT POUNDS		465712	GRIGOLEIT ITEM NUMBER	00131500	CUST CODE
NET SALES AMOUNT 853-25	DATE SHIPPED 9/27/05 P/L 66254 CENTRAL / SKID I	DEL56 KALM	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
MISCELLANEOUS CHGS.		PC	M D	031591	REF, NO.
OUS CHGS.		4224	QUANTITY SHIPPED	1 00043	SLS, NO.
				550072638	CUST, ORDEA NO.
		•202	UNIT PRICE	NET 30 FOB	
AMOUNT DUE		853,25	AMOUNT	NET 30 FOB SHIPPING POINT	TERMS

9/30/05

LADING NO.

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

DELPHI ELECTRONICS & SAFETY P.O. BOX 9005 KOKOMO IN 46904-9005 00000

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	RD.	DUSE	<u> </u>
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	TOTAL WEIGHT POUNDS	+17402	GRIGOLEIT ITEM NUMBER	00131500	CUST, CODE
594.13	NET SALES AMOUNT	MOLDED KNOB BODY DEL56 KALN DEL56 KALN PART 16233376  DATE SHIPPED 9/27/05 P/L 66251 CENTRAL / SKID 1	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
	MISCELLANEOUS CHGS.	95 PC	M	031617	REF. NO.
	DUS CHGS.	462	QUANTITY SHIPPED	00043	SLS, NO. C
				550077391	CUST. ORDER NO.
		1.286	UNIT PRICE	NET 30 FOB	
594.13	AMOUNT DUE	594.13	AMOUNT	NET 30 FOB SHIPPING POINT	TERMS

00131500

POINT

9/23/05

BILL OF LADING NO.

P.O. Box 831 — Decatur, Illinois 62525 217/429-5411

ELECTRONICS & SAFETY DELPHI

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KOKOMO IN

46904-9005

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P.O. BOX 9005

	AL WEIGHT POUNDS						.828	ITEM NUMBER	131500	CUST CODE
144.00	NET SALES AMOUNT	:		CENTRAL TRANSPORT/SK	P/L 66214	DATE SHIPPED 9/20/05	KNB ASSY W/ANG LP/H241934INNER DEL56 KALM PART 9379391	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIÁ
	MISCELLANEOUS CHGS.					U1	41934INNER PC	UM	031615	AEF NO.
	OUS CHGS.						450	SHIPPED		SLS, NO.
									550077391	CUST ORDER NO.
							.320	UNIT PRICE	NET 30 F08	
144.00	AMOUNT DUE						144.00	AMOUNT	SHIPPING POINT	TERMS

217/429-5411

ORIGINAL INVOICE

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9/30/05

BILL OF LADING NO.

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о<del>ч</del> LOS INDIOS, TX 78567 LIDC RECEIVING WAREHOUSE DELPHI EGS DELNOSA PL 5-6

OO131500         CENTRAL TRANSPORT         031615         00043         550077391           451828         KNB ASSY W/ANG LP/H241934INNER PC DEL56 KALM PART 9379391         PC         4050         4050           DATE SHIPPED 9/27/05         P/L 66252         CENTRAL / SKID 1         MISCELLANEOUS CHGS.         MISCELLANEOUS CHGS.
CENTRAL TRANSPORT   031615   00043
CENTRAL TRANSPORT   031615   00043     16018
CENTRAL TRANSPORT 031615 00043 IGOLET DESCRIPTION UM CHIPPED  KNB ASSY W/ANG LP/H241934INNER PC 4050 DEL56 KALM PART 9379391
500 CENTRAL TRANSPORT 031615 00043 IGOLEIT DESCRIPTION UM SHIPPED
CENTRAL TRANSPORT 031615 00043

G.C. # 459-2

296:00

D 9/1	863489	INVOICE NO.
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P.O. BOX 9005 KOKOMO IN 46904-9005 P.O. Box 831 — Decatur, Illinois 62525 SAFETY 217/429-5411 00000

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LOS INDIOS, TX	702 JOAQUIN CAVAZOS RD.	LIDC RECEIVING WAREHOUSE	DELPHI ELS DELNOSA PL 5-6
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LADING NO.

	Pg 82 of 109			
	454418	GRIGOLEIT ITEM NUMBER	00131500	CUST CODE
756.00	KNB ASSY W/ANG LP H241934 DEL56 KALM PART 9379392 DATE SHIPPED 9/13/05 P/L 66176 CENTRAL / SKID I	DESCRIPTION	CENTRAL TRANSPORT	SHIP VIA
	PC 24	IIHS M U	031616 0	REF. NO.
Ş	2400	QUANTITY SHIPPED	00043 5500	SLS. NO. COSI
			550077391	CUST. OHDER NO.
	•315	UNIT PRICE	NET 30 F08	
756.00	756.00	AMOUNT	30 FOB SHIPPING POINT	TERMS

Page 1 of 3

Buyer:

DELPHI

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

Deliver to:

DELPHI D DPSS CUNEO 1125 East Vaile Avenue KOKOMO IN 46901

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831 **Requirements Contract** 

PO Number 550061073

Date Issued 10/14/2004

Version

01/15/2005 02:45:04 EST

JAN 2 1 2005
THE GRIGOLEIT CO.

Vendor No: 1007941

DUNS No: 005199070

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No. Material No.

Description

· Plant

00010

16135921

DA74 DELPHI D DPSS CUNEO

KNOB ASM

 Valid From
 Valid To
 Currency
 Price
 Price Unit
 UOM

 10/13/2004
 12/31/2005
 USD
 2,855.00
 1,000
 PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process

Purchasing Contact: Romano, Wayne

Contact Address:

Phone: 765-451-0106

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM,

KOKOMO IN 46902

Fax: 765-451-0265

EST

Date and Time Printed: 01/15/2005 02:45:04

Pa 84 of 109

Delphi Electronics and Safety.

Page 2 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

PO Number 550061073 Version

Date Issued 10/14/2004

01/15/2005 02:45:04 EST

Item No. Material No. Description

**Plant** 

Notes Continued:

(SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Material Pull System Terms and Conditions:

********

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

Page 3 of-3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

**Requirements Contract** 

PO Number 550061073 Version

Date Issued 10/14/2004

01/15/2005 02:45:04 EST

Item No. Material No. Description

Plant

#### Notes Continued:

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (4) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (2) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

************

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

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_Delphi Electronics and Safety

Page 1 of 3

Date Issued

01/18/2005

Buyer:

Dia bHI

TRONICS & SAFETY

P.C. Box 9005

KOKOMO IN 46904-9005

Deliver to:

DELPHI- D DELNOSA Piant 1-4

REYNOSA MEXICO

**Requirements Contract** 

PO Number

550069088

Version

01/19/2005 02:37:47 EST

Brecha E. 99 S/N Colonia Parque Ind

GRIGOLEIT CO, THE

P.O. Box 831

DECATUR IL 62525-0831

RECEIVED

JAN 2 4 2005

THE GRIGOLEIT CO

Vendor No: 1007941 DUNS No: 005199070

Payment Terms: Z23

Currency: USD

Due 2nd day of the third month

Plant

**Incoterms:** FOB-Freight Collect

Item No. Material No. Description

28014594

DA24 DELPHI D DELNOSA Plant 1-4

KNOB-ASM 6MM BORE

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2005	12/31/2006	USD	750.00	1,000	PC
01/01/2007	12/31/2007	USD	720.00	1,000	PC
01/01/2008	12/31/2009	USD	690.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

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Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Purchasing Contact: Romano, Wayne

Phone: 765-451-0106

Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM. KOKOMO IN 46902

# 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 87 of 109



_Delphi Electronics and Safety

Page 2 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550069088 Version

Date Issued 01/18/2005

01/19/2005 02:37:47 EST

Item No. Material No. Description

Plant

Notes Continued:

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AlAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes

will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

****

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

*******

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

# 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 88 of 109



_Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550069088

Date Issued 01/18/2005

Version

01/19/2005 02:37:47 EST

Item No. Material No. Description

Plant

#### Notes Continued:

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (4) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (2) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

******************

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco Electronics Corporation

*********

05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 / Exhibit A Pg 89 of 109/

## )ELPHI

DELPHI Part 380/4594
Delphi Electronics and Safety

Page 1 of 3

Buyer:

DELPHI

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

Deliver to:

DELPHI E & S DELNOSA Plant 1-4 LIDC Receiving Warehouse 702 Joaquin Cavazos Rd LOS INDIOS TX 78567

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831 **Requirements Contract** 

PO Number

550069088

Version

28-Jul-2005 02:35:37 EST

Date Issued 18-Jan-2005

Vendor No: 1007941 DUNS No: 005199070

Payment Terms: 223 Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

RECEIVED AUG 0 1 2005 THE GRIGOLEIT CO

*** Delivery address changed

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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Purchasing Contact: Romano, Wayne

Phone: 765-451-0106 Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM.

KOKOMO IN 46902

#### 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pa 90 of 109



__Delphi Electronics and Safety

Page 2 of 3

THE GRIGOLEIT CO

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

28-Jul-2005 02:35:37 EST

PO Number 550069088 Version

Date Issued

18-Jan-2005

#### Notes Continued:

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

*******

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

quantities, weights or materials except as shown by ouyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed").

Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (4) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (2) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:

### 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 91 of 109

$D \in$	P	1	-	

_Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831 **Requirements Contract** 

PO Number 550069088 Date Issued 18-Jan-2005

Version

28-Jul-2005 02:35:37 EST

Notes Continued:

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5
The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco

Electronics Corporation



Page 1 of 3

Buyer:

**DELPHI** 

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

**Requirements Contract** 

PO Number

Date Issued 02/21/2005

550070762 Version

02/22/2005 02:29:08 EST

Deliver to:

601 Joaquin Cavazos Road LOS INDIOS TX 78567

> Vendor No: 1007941 DUNS No: 005199070

Payment Terms: 223

Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

GRIGOLEIT CO. THE

P.O. Box 831

DECATUR IL 62525-0831

471601

Plant

Description 00010 28008325

KNOB-OUTER

Material No.

DA26 DELPHI D DELTRONICOS

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2005	12/31/2005	USD	550.00	1,000	PC
01/01/2006	12/31/2006	USD	540.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Item No.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com. (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process

Purchasing Contact: Romano, Wayne

Contact Address:

Phone: 765-451-0106

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM.

KOKOMO IN 46902

Fax: 765-451-0265

02/22/2005 03:29:08 Date and Time Printed:

Pa 93 of 109

_Delphi Electronics and Safety

Page 2 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550070762 Version

Date Issued 02/21/2005

02/22/2005 02:29:08 EST

Item No. Material No. Description

Plant

#### Notes Continued:

(SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AlAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes

will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

Pa 94 of 109

Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

PO Number 550070762 Version

Date Issued 02/21/2005

02/22/2005 02:29:08 EST

Item No. Material No. Description

Plant

#### Notes Continued:

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (4) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (2) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

********

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:

Parque Industrial Del Norte

H. Matamoros Tam.

Matamoros, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco Electronics Corporation

05 44481-rde Loc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 95 of 109 Delphi Electronics and Safery.

Page 1 of 3

Date Issued

02-Aug-2005

Buver:

DELPHI **ELECTRONICS & SAFETY** P.O. Box 9005 KOKOMO IN 46904-9005

Deliver to:

DELPHI E& S DELNOSA Plant 5-6 LIDC Receiving Warehouse 702 Joaquin Cavazos Rd LOS INDIOS TX 78567

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831 Requirements Contract

PO Number 550077235 Version

03-Aug-2005 02:31:12 EST

RECEIVED AUG 0 8 2005

THE GRIGOLEIT CO

Vendor No: 1007941 DUNS No: 005199070

Payment Terms: 723

Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

# 18471

SJE 434

Item No. Material No. Plant Description

00010 28014594

KNOB-ASM 6MM BORE

470901

DA31 DELPHI D DELNOSA Plant 5-6

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	31-Dec-2006	USD	750.00	1,000	
01-Jan-2007	31-Dec-2007	USD	720.00	1,000	PC PC
01-Jan-2008	31-Dec-2009	USD	690.00	1,000	PC PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address: Industrial Park

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco

Purchasing Contact: Romano, Wayne

Phone: 765-451-0106 Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM. KOKOMO IN 46902

Date and Time Printed: 03 - Aug-2005 02:31:12 EST

_Delphi Electronics and Safety

Page 2 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

### **Requirements Contract**

PO Number 550077235 Version

Date Issued C2-Aug-2005

03-Aug-2005 02:31:12 EST

Item No. Material No. Description

Plant

Notes Continued:

Electronics Corporation

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities. please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept 

_ Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

**Requirements Contract** 

PO Number 550077235 Date Issued C2-Aug-2005

Version

03-Aug-2005 02:31:12 EST

Item No. Material No. Description

Plant

#### Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to

quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

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* 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53ageExhibit A Pa 98 of 109

Buyer:

**DELPHI** 

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

Deliver to:

DELPHI D DELNOSA Plant 1-4 601 Joaquin Cavazos Road

LOS INDIOS TX 78567

GRIGOLEIT CO, THE

P.O. Box 831

DECATUR IL 62525-0831

**Requirements Contract** 

PO Number

550045162

Version

12/08/2004 02:36:02 EST

Date Issued 01/01/2004

RECEIVED

DEC 1 3 2004

THE GRIGOLEIT CO

Vendor No: 1007959 DUNS No: 005199070

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No. Material No. Description

00010

9379391

451828

DA24 DELPHI D DELNOSA Plant 1-4

Valid From

KNOB

Valid To 08/03/2001 12/31/2005 Currency USD

Price 320.00

Plant

Price Unit 1,000

**UOM** PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

00020

9379392

KNOB-FAN

44418

DA24 DELPHI D DELNOSA Plant 1-4

Valid From Valid To Currency Price **UOM** Price Unit 08/03/2001 12/31/2005 315.00 1,000 HSD PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Purchasing Contact: Romano, Wayne

Phone: 765-451-0106

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM.

KOKOMO IN 46902

Fax: 765-451-0265

Date and Time Printed: 12/08/2004 02:36:02 EST

### r 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 99 of 109

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550045162 Version

Date Issued 01/01/2004

12/08/2004 02:36:02 EST

Item No. Material No. Description

Plant

#### Notes Continued:

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:

Industrial Park

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco Electronics Corporation

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

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This Contract replaces previous contract # 00470580-001.

*********** Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status,

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the

#### 05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 ag Exhibit A Pg 100 of 109

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

PO Number 550045162 Version

Date Issued 01/01/2004

12/08/2004 02:36:02 EST

Material No. Item No. Description

Plant

#### Notes Continued:

salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities. please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes

will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

_05-44485 rdd__Doc 8291-1

Filed 06/18/07 HEritered 06/18/07 16:32:53 Exhibit A

Delphi Electronics and Safety

Page 1 of 3

Buyer:

**DELPHI** 

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

**Requirements Contract** 

PO Number

550045671

Date Issued 01/01/2004

Version

12/08/2004 02:36:02 EST

Deliver to:

DELPHI D DELNOSA Plant 1-4 601 Joaquin Cavazos Road LOS INDIOS TX 78567

Vendor No: 1007959

DUNS No: 005199070

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

GRIGOLEIT CO, THE

P.O. Box 831

DECATUR IL 62525-0831

RECEIVED

DEC 1 3 2004

THE GRIGOLEIT CO.

Item No. Material No.

**Description** 

9367050

Plant

DA24 DELPHI D DELNOSA Plant 1-4

KNOB

Valid From 10/02/2001 Valid To 12/31/2005

Currency USD

**Price** 359.00

Price Unit 1,000

PC

**UOM** 

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

00010

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address: Industrial Park

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco

Electronics Corporation

Purchasing Contact: Romano, Wayne

Contact Address:

Phone: 765-451-0106

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM,

KOKOMO IN 46902

Fax: 765-451-0265

Date and Time Printed: 12/08/1004 02:36:02 EST

Page 2 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550045671 Version

Date Issued 01/01/2004

12/08/2004 02:36:02 EST

Item No. Material No. Description

Plant

Notes Continued:

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not

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4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (12) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (4) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

This Contract replaces previous contract # 00472086-001.

please contact the appropriate Delphi's Buyer.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

************************* Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities,

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information

Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

PO Number 550045671 Version

Date Issued 01/01/2004

12/08/2004 02:36:02 EST

Item No. Material No. Description

Plant

#### Notes Continued:

through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes

will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Delphi Electronics and Safety

Page 1 of 3

Buyer:

**DELPHI** 

**ELECTRONICS & SAFETY** P.O. Box 9005 KOKOMO IN 46904-9005

**Requirements Contract** 

PO Number Date Issued 550072638 04/07/2005

Version 04/08/2005 02:33:06 EST

Deliver to:

DELPHI E& S DELNOSA Plant 5-6 LIDC Receiving Warehouse 702 Joaquin Cavazos Rd LOS INDIOS TX 78567

GRIGOLEIT CO. THE P.O. Box 831

DECATUR IL 62525-0831

Vendor No: 1007959 **DUNS No:** 005199070

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect



Item No. Material No. Plant Description

00010 28004207 DA31 DELPHI D DELNOSA Plant 5-6

KNOB

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2005	12/31/2005	USD	224.00	1,000	PC
01/01/2006	12/31/2006	USD	215.00	1,000	PC
01/01/2007	12/31/2008	USD	206.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 28004208 DA31 DELPHI D DELNOSA Plant 5-6

KNOB ASM-FAN

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2005	12/31/2005	USD	202.00	1,000	PC
01/01/2006	12/31/2006	USD	194.00	1,000	PC
01/01/2007	12/31/2008	USD	186.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: Romano, Wayne

Contact Address:

Phone: 765-451-0106

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM.

**KOKOMO IN 46902** 

Fax: 765-451-0265

Date and Time Printed: 04 08 (2005 02:37:06

_Delphi Electronics and Safety

Page 2 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550072638 Version

Date Issued 04/07/2005

04/08/2005 02:33:06 EST

Item No. Material No. Description

Plant

Notes Continued:

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address: Industrial Park

K 135

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco Electronics Corporation

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written



Poc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 106 of 109

__Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO. THE P.O. Box 831 DECATUR IL 62525-0831

## Requirements Contract

PO Number 550072638 Version

Date Issued 04/07/2005

04/08/2005 02:33:06 EST

Item No. Material No. Description

**Plant** 

Notes Continued:

form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes

will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not

be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (4) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (2) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

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05-44481-rdd Doc 8291-1 Filed 06/18/07 Entered 06/18/07 16:32:53 Exhibit A Pg 107 of 1090 50 809 _Delphi Electronics and Safety

Page 1 of 3-

Buyer: **DELPHI** 

**ELECTRONICS & SAFETY** 

P.O. Box 9005

KOKOMO IN 46904-9005

Deliver to:

DELPHI E& S DELNOSA Plant 5-6 LIDC Receiving Warehouse 702 Joaquin Cavazos Rd LOS INDIOS TX 78567

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831 **Requirements Contract** 

PO Number

550077391

Version

04-Aug-2005 02:33:26 EST

Date Issued 03-Aug-2005

RECEIVED

AUG 0 9 2005

THE GRIGOLEIT CO

Vendor No: 1007959 DUNS No: 005199070

Payment Terms: ZMN2

Currency:

USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No Description			- Plant		
00010	9379391 KNOB	451828	# 31615	DA31 DELPHI I W6Ø18477	DELNOSA Plant	5-6
	Valid From	Valid To	Currency	Price	Price Unit	LIOM
rmi ! -	01-Jan-2005		)5 IICD	220.00	1,000	UOM
This Requ	uirement Cor	ntract is for 10	00% unless othe	320.00 erwise specified.	1,000	PC
00020	KNOB-FAN	11 - 111110	4 31616		DELNOSA Plant	5-6
	Valid From	Valid To	Currency	Price	Price Unit	TIOM
D1- 4	01-Jan-2005		5 USD	215 00	1,000	UOM
rnis Requ	urement Cor	itract is for 10	00% unless othe	rwise specified.	1,000	PC
0030	KNOB-ASM 6	OBSOUTE 1	1656 ili		DELNOSA Plant	5-6
i	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Jan-2005 01-Jan-2006		- 055	310.00	1,000	PC
	01-Jan-2007	31-Dec-200	_	301.00	1,000	PC PC
This Rem	irement Con	31-Dec-200	7 USD	292.00	1,000	PC
0040	16222276	Clack is for 10	U% unless othe	292.00 rwise specified.		
(	(16233376) KNOB	HIPPED 8-	9-05 to Plac		DELNOSA Plant	5-6

1-4

Purchasing Contact: Romano, Wayne

Phone: 765-451-0106 Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM. KOKOMO IN 46902

Date and Time Printed: 04-Aug-2005 02:33:26 EST

Delphi Electronics and Safety

Page 2 of 3

1,000

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

## **Requirements Contract**

PO Number 550077391 Version

Date Issued 03-Aug-2005

PC

04-Aug-2005 02:33:26 EST

Item No.	Material No. Description			Plant		
	Valid From	Valid To	Currency	Price	Price Unit	11017
mb i - D	01-Jan-2005	31-Dec-2005	USD	1,286.00	1 000	<u>UOM</u>

This Requirement Contract is for 100% unless otherwise specified.

Notes:

The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address: Industrial Park

K. 13.5

Reynosa, Mexico

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

_Delphi Electronics and Safety

Page 3 of 3

GRIGOLEIT CO, THE P.O. Box 831 DECATUR IL 62525-0831

Requirements Contract

PO Number 550077391 Version

Date Issued 03-Aug-2005

04-Aug-2005 02:33:26 EST

Item No. Material No. Description

Plant

Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing. ************************

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.

2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.

3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is between Schedules. The buyer shall danishing to the senier a derivery schedule Kandan DEEST (run signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Commitment Authorization and the Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Commitment and C

Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (12) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more then four (4) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.